

REMARKS

In response to the Office Action mailed June 3, 2002, Applicants respectfully request consideration of the amendments above and allowance of the application. Applicants have cancelled claims 37-39, 42, 50, 51, 91-93, 96, 104, and 105 without prejudice. Applicants have amended claims 1-4, 17-20, 30-34, 40, 46-48, 54, 58, 71-74, 84-88, 94, 100-102, and 108 to clarify the patentability of the invention. Thus, claims 1-36, 40, 41, 43-49, 52-90, 94, 95, 97-103, and 106-111 are currently pending. The amendments above do not introduce new subject matter.

Applicants are pleased to acknowledge that the June 3, 2002 Office Action indicates that claims 20, 35, 37-39, 43-45, and 50-57 are not rejected over the prior art. These remarks respond to the issues raised in the June 3, 2002 Office Action in the order the issues were raised in that Office Action.

Rule 105 Requests

The June 3, 2002 Office Action stated that the Applicant is requested to provide all documents in possession regarding the computer program Managing Participation in Organizations and other materials relevant to this line of inquiry. In response, Applicants provide the documents listed in Appendix C in an information disclosure statement filed herewith. The above-referenced documents are also listed on PTO form 1449 filed herewith.

The June 3, 2002 Office Action stated that the Applicant is requested to provide all documents describing the works APEX II and GENCO II and other materials relevant to this line of inquiry. In response, Applicants provide the documents listed in Appendix D (and on a PTO form 1449 filed herewith) in an information disclosure statement filed herewith.

The June 3, 2002 Office Action stated that the Applicant is requested to clarify the relationship between itself and RMC, providing whatever documents or attestations necessary to clarify the record on this point. In response, Applicants provide herewith the documents listed in Appendix E. As these documents illustrate, RMC was a licensee of the assignee of the present application, Kepner Tregoe, Inc.

35 USC § 112, second paragraph

Applicants have amended claims 4, 17-20, 30-34, 46-48, 58, 71-74, 84-88, and 100-102 to address the rejections under 35 U.S.C. §112, second paragraph.

More specifically, Applicants have amended claim 4 to clarify its recitation of a series of steps to achieve a result. The result is to elicit, process, store, and display information concerning a complex business process as described in the preamble. In summary, as amended, claim 4 includes employing a knowledge base providing for structured storage and retrieval of data; employing at least one of: a) a situation appraisal process; b) a problem analysis process; c) a decision analysis process; and d) a potential side effect analysis process; and employing an action tracker process to (i) retrieve and present actions from the other processes, and (ii) to elicit, store, retrieve and present attributes of the actions, the attributes of each action including a responsible person, a deadline, and status. Applicants have amended claim 58 in similar fashion. Thus, Applicants respectfully assert that the 35 USC § 112, second paragraph rejection of these claims is traversed.

In claim 17, line 4, Applicants have replaced “substantially more explanatory text and transitioning more gradually than the worksheet mode GUI process screens” with --specific questions to elicit a proper type of data from a user--. Support for this amendment can be found, among other places, on page 11, between lines 1 and 2. Applicants have made a similar amendment to claim 71.

In claims 17-20 and 71-74, Applicants have replaced “interactive” with --interview--.

In claims 30 and 84, on line 2, Applicants have inserted -- process—before “data”.

In claims 31-34 and claims 85-88, Applicants have replaced “associated” with -- process-

Applicants have amended claim 46 to specify that the action tracker process includes: selecting a previously entered action file for at least one of review and update, the action file being selected from action files on user’s systems across a network so as to achieve enterprisewide monitoring of the various process screen sequences being undertaken; selecting a concern from the concerns stored in the selected action file; and displaying actions entered for the selected concern. Applicants have amended claim 100 in a similar fashion.

In claims 47 and 101, Applicants have replaced “deadline with --when--.

In claims 48 and 102, Applicants have replaced "responsible person" with --who--.

One can find support for the amendments to claims 46-48 and 100-102, among other places, on pages 36 and 37 and with reference to FIG. 37.

This amendment addresses the 35 U.S.C. 112, second paragraph rejection(s) and Applicants believe the rejection is therefore overcome.

35 USC § 112, first paragraph

Applicants have amended claims 40, 54, 94, and 108 to address the rejections under 35 U.S.C. §112, second paragraph. More specifically, Applicants have amended claim 40 to specify that each analysis process includes a notes cell used to enter clarifying notes. One can find support for this amendment, among other places, between page 28, line 36 and page 29, line 4 and on page 36, between lines 22 and 25.. Applicants have made a similar amendment to claim 94.

Applicants have amended claim 54 to indicate that the process includes specifying an individual responsible for a specified task. Support for this amendment can be found, among other places, on page 36, between lines 12 and 37. Applicants have made a similar amendment to claim 108.

In addition, Applicants have cancelled claims 37-39, 42, 50, 51, 91-93, 96, 104, and 105. As a result, this amendment addresses the 35 U.S.C. 112, first paragraph rejection(s) and Applicants believe the rejection is therefore overcome.

35 USC § 101

As noted above with respect to 35 USC § 112, second paragraph, Applicants have amended claim 4 to clarify its recitation of a series of steps to achieve a result. The result is to elicit, process, store, and display information concerning a complex business process as described in the preamble. In summary, as amended, claim 4 includes employing a knowledge base providing for structured storage and retrieval of data; employing at least one of: a) a situation appraisal process; b) a problem analysis process; c) a decision analysis process; and d) a potential side effect analysis process; and employing an action tracker process to (i) retrieve and present actions from the other processes, and (ii) to elicit, store, retrieve and present attributes of the actions, the attributes of each action including a responsible person, a deadline, and status.

Applicants have amended claim 58 in similar fashion. Thus, Applicants respectfully assert that the 35 USC § 101 rejection of these claims is traversed.

35 USC § 103

Reconsideration and withdrawal of these obviousness rejections is deemed in order and requested.

The Claimed Invention

The claimed invention provides a computer software application, graphical user interface (GUI), and method for entering information concerning a complex business situation, refining such information in a stepwise manner through such an interface, generating a list of effective actions for addressing such a business situation, and storing such information in a knowledge base adapted for future query and reporting use for such complex business situations. A set or sequence of process screen structures allows entry of specific aspects of such a situation to generate such an action list. Such process screen sequences provide a systematic method to gather and organize information effectively in order to resolve a complex situation, and to store such information in a knowledge base for later query and retrieval for the same or similar situations, thereby preserving enterprisewide knowledge and expertise. An action tracker interface is also provided which provides task management and monitoring of the various actions determined by the process screen sequences. The user has the ability to access the process screens in a non—linear mode and can toggle between interview and worksheet modes.

Claims 1-3

Amended claim 1 provides a method of gathering, processing, storing, and displaying information concerning a complex business situation. The method includes providing a graphical user interface for entering data concerning said complex business situation; refining the data in a predetermined, stepwise manner through user interaction with the graphical user interface; generating, through the stepwise manner and the graphical user interface, a list of effective actions for addressing the complex business situation; and *storing the data in an indexed and normalized form in a knowledge base adapted for structured query and retrieval in performing the steps of refining and generating*. The knowledge base enables *selection of an in process analysis for modification by a user*.

EDI

Contrary to the assertion in the June 3, 2002 Office Action that claim 1 is obvious over EDI (DECISION FOCUS Software User's Guide, Executive Development, Inc. (EDI)), claim 1 recites elements/limitations that are completely absent from, and not obvious in light of, the EDI document. Indeed, the Examiner acknowledges that EDI does not teach storing the data in an indexed and normalized form in a knowledge base adapted for structured query and retrieval in performing the steps of refining and generating, as claimed. The knowledge base is shown as element 42 in FIG. 2. The structure of the knowledge base is illustrated in FIGS. 38-42.

In addition, EDI does not teach that the knowledge base enables selection of an in process analysis for modification by a user, as claimed in amended claim 1. Rather, as illustrated on page 11 of EDI Network (DECISION FOCUS Software, Network Version 1.0, User's Guide), if a user attempts to open a worksheet file that is already opened by someone else running Decision Focus, the software informs the user that the file is already in use. Although apparently the user can make a copy of the file, the changes cannot be saved to the original file. Thus, EDI does not teach that the knowledge base enables selection of an in process analysis for modification by the user, as claimed, *because a user of EDI Network cannot modify an in process analysis*. The ability to modify an in process analysis is advantageous, among other reasons, for collaborative analysis, i.e., an analysis by more than one individual.

Furthermore, the cited Amado patent (U.S. Patent no. 5,537,590) also does not teach a knowledge base that enables *selection of an in process analysis for modification by a user*, as claimed in amended claim 1. Thus, even if one were to combine Amado and EDI as suggested one would not arrive at the claimed invention. In addition, the Examiner does not provide a suggestion, and there is no suggestion, to combine the two documents to arrive at the claimed invention.

Claims 2 and 3 include similar limitations to claim 1. Therefore, for the reasons cited above, claims 1-3 are patentably distinct over the cited EDI document and the rejection of claims 1-3 under 35 USC 103 as obvious over the EDI document is traversed.

In the event that the Examiner repeats the 35 USC 103 rejection of claims 1-3 included in the June 3, 2002, per MPEP 2144.03, Applicants respectfully request that the Examiner provide evidence, i.e., an affidavit, to support the taking of Official Notice "that it is old and well-known

and accepted practice in relational database design to store data in at least 1st Normal Form, an initial normalization limiting a database attribute to a single value to achieve database efficiencies.”

RMC

A printed publication is available as prior art upon a satisfactory showing that such document has been disseminated or otherwise made available to the extent that persons interested and ordinarily skilled in the subject matter or art, exercising reasonable diligence, can locate it more than one year prior to the effective filing date of the patent application in question. See *In re Wyer*, 655 F.2d 221 (CCPA 1981) and *Constant v. Advanced Micro-Devices, Inc.* 848 F. 2d 1560, 1569 (Fed Cir. 1988). Internal documents intended to be confidential are not “Printed Publications.” See *In re George*, 2 USPQ2d 1980 (Bd. Pat. App. & Inter. 1987).

With respect to the RMC (PSDM 1.0 Problem Solving and Decision Making, Internal Renewal Management Centre (RMC)) document, per MPEP 2128 and 2128.01, Applicants request evidence that the cited document is available as prior art. The Applicants in an information disclosure statement dated January 28, 2000 provided the document cited by the Examiner. The Applicants received the software (from which the document was derived) from RMC in the 1996 time frame as part of an assessment of a potential software development project with RMC under an existing license agreement. RMC had confidentiality obligations under the license agreement.

Even in the event the RMC document is considered available as prior art, the Examiner acknowledges that RMC does not teach storing the data in an indexed and normalized form in a knowledge base adapted for structured query and retrieval in performing the steps of refining and generating, as claimed. In addition, RMC does not teach that the knowledge base enables selection of an in process analysis for modification by a user, as claimed in amended claim 1. Rather, the RMC system appears to be a single-user system. Thus, at least for the reasons cited above with respect to RMC, claims 1-3 are patentably distinct over the cited RMC document and the rejection of claims 1-3 under 35 USC 103 as obvious over the RMC document is traversed.

Claims 4-36, 40, 41, 43-49, 52-90, 94, 95, 97-103, and 106-111

Amended claim 4 provides a process for eliciting, processing, storing, and displaying information concerning a complex business situation. The process includes: employing a

knowledge base providing for structured storage and retrieval of data; employing at least one of a) a situational appraisal process, b) a problem analysis process, c) a decision analysis process, and d) a potential side effect process; and employing an action tracker process to (i) retrieve and present actions from the other processes, and (ii) to elicit, store, retrieve and present attributes of the actions. The attributes of each action include a responsible person, a deadline, and status. Each process employs a corresponding set of graphical user interface (GUI) process screens in eliciting data from and presenting data to a user.

The situation appraisal process elicits, stores, retrieves and presents situation data, the situation data including (i) concerns about the situation and respective attributes of the concerns, the attributes of each concern including a relative priority and a process to be used for further analysis, and (ii) actions to be taken to address the concerns.

The problem analysis process elicits, stores, retrieves and presents problem data including an object of a problem in the situation and attributes of the object, the attributes including a deviation, possible causes, actions to be taken to confirm a true cause, a confirmed true cause, and actions to be taken to address the confirmed true cause.

The decision analysis process elicits, stores, retrieves and presents decision data, the decision data including (1) objectives of a decision regarding the situation and respective attributes of the objectives, the attributes of each objective including an indication of relative importance and at least one alternative, (ii) for each alternative a set of risks and respective probabilities and consequences, (iii) a final decision regarding alternatives to be pursued, and (iv) actions to be taken to implement the final decision.

The potential side effect analysis process elicits, stores, and presents potential side effect data, the side effect data including potential side effects of an action to be taken to address the situation and respective attributes of the potential side effects, the attributes of each potential side effect including a likely cause, actions to be taken to influence the likelihood of occurrence of the side effect, and actions to be taken in the event of occurrence of the side effect.

Contrary to the assertion in the June 3, 2002 Office Action that claim 4 is obvious over Kepner-Tregoe (Problem Solving and Decision Making) in view of RMC, claim 4 recites elements/limitations that are completely absent from, and not obvious in light of, the cited documents. Indeed, the Examiner acknowledges that Kepner Tregoe does not teach 1) *GUI*

process screens for eliciting and presenting data, 2) a knowledge base providing structured storage and retrieval of data, and 3) an action tracking process storing attributes of each action including a responsible person, a deadline, and status, as claimed. Furthermore, the Examiner acknowledges that RMC does not disclose employing a knowledge base providing for structure storage and retrieval of data, as claimed. Thus, even if one were to combine the cited documents, one would not arrive at the claimed invention.

In addition, the Examiner does not provide a suggestion, and there is no suggestion, to combine the two documents to arrive at the claimed invention.

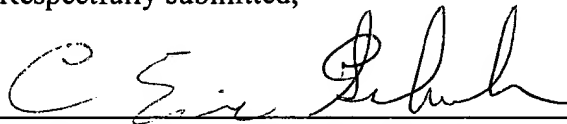
Furthermore, as noted above, RMC has not been established as being available as prior art and the Applicants have requested that the Examiner provide evidence that the cited document is available as prior art. Until such evidence is presented a prima facie case of obviousness has not been established.

Claim 58 includes similar limitations to claim 4. The remaining pending claims depend from either claim 4 or from claim 58. Therefore, at least for the reasons cited above, claims 4-36, 40, 41, 43-49, 52-90, 94, 95, 97-103, and 106-111 are patentably distinct over the cited documents. In addition there are numerous other bases for patentability in the dependent claims. In summary, the rejection of these claims 1-3 under 35 USC 103 as obvious over the Kepner Tregoe in view of RMC is traversed

Applicants believe that this application is in condition for allowance and respectfully request entry of this amendment and allowance of the application. This amendment does not introduce new matter. If there are any questions regarding this amendment and these remarks, the Examiner is encouraged to contact the undersigned at the telephone number provided below.

The Commissioner is hereby authorized to charge any fees that may be due, or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 24200-002.

Respectfully submitted,



C. Eric Schulman, Esq. (Reg. No. 43,350)

Mintz, Levin, Cohn, Ferris

Glovsky and Popeo, P.C.

One Financial Center

Boston, MA 02111

Telephone 617/348-3005

Attorney for Applicants

Date: November 1, 2002

APPENDIX A**Version of Abstract with Markings to Show Changes Made**

A computer software application, graphical user interface, and method for entering information concerning a complex business situation, refining such information in a stepwise manner through the interface, generating a list of effective actions for addressing such a business situation, and storing such information in a knowledge base adapted for future query and reporting use of such a complex business situations, is provided. ~~A set of screen sequences allows entry of specific aspects of such a situation to generate an action list. A situation appraisal sequence allows entry of concerns stemming from the situation to prioritize such concerns. A problem analysis sequence allows entry of causes of a problem, and refining the causes to determine a true cause. A decision analysis sequence allows entry of alternatives concerning a decision, and refines such alternatives to determine one which suits the objective. A potential problem analysis sequence allows entry of potential problems which might occur, and refines causes and actions which mitigate or eliminate such potential problems. Such sequences provide a systematic, method to gather and organize information effectively in order to resolve a complex situation, and to store such information in a knowledge base for later query and retrieval for the same or similar situations, to preserve enterprisewide knowledge and expertise.~~

APPENDIX B

Version of Claim Amendments with Markings to Show Changes Made

1. (Amended) A method of gathering, processing, storing, and displaying information concerning a complex business situation comprising the steps of:

providing a graphical user interface for entering data concerning said complex business situation;

refining said data in a predetermined, stepwise manner through user interaction with said graphical user interface;

generating, through said stepwise manner and said graphical user interface, a list of effective actions for addressing said complex business situation; and

storing said data in an indexed and normalized form in a knowledge base adapted for structured query and retrieval in performing said steps of refining and generating, said knowledge base enabling selection of an in process analysis for modification by a user.

2. (Amended) A computer program product comprising computer readable program code fixed on a computer readable medium operable to receive, process, store, and display information concerning a complex business situation comprising:

computer readable program code for providing a graphical user interface for entering data concerning said complex business situation;

computer readable program code for refining said data in a predetermined, stepwise manner through user interaction with said graphical user interface;

computer readable program code for generating a list of effective actions for addressing said complex business situation through use of said computer readable program code for refining said data; and

computer readable program code for storing said data in an indexed and normalized form in a knowledge base adapted for structured query and retrieval by said computer readable program code for refining said data, said knowledge base enabling selection of an in process analysis for modification by a user and said computer readable program code for generating said list.

3. (Amended) An apparatus for gathering, processing, storing, and displaying information concerning a complex business situation comprising:

a graphical display device operable to provide a graphical user interface for entering data concerning said complex business situation;

a digital input device for entering said data;

a first memory for storing said data for indexed retrieval;

a processor for refining said data stored in said first memory in a predetermined, stepwise manner through user interaction with said graphical user interface and said digital input device;

a second memory having a set of instructions operable by said processor to generate, through said stepwise manner and said graphical user interface, a list of effective actions for addressing said complex business situation; and

a third memory operable to store said entered data and said refined data in an indexed and normalized form in a knowledge base adapted for structured query and retrieval, said knowledge base enabling selection of an in process analysis for modification by a user.

4. (Amended) A process for eliciting, processing, storing, and displaying information concerning a complex business situation, the process comprising:

employing a knowledge base providing for structured storage and retrieval of data, ~~the process including an action tracking process and a plurality of analysis processes including situation appraisal, problem analysis, decision analysis, and potential side effect analysis processes, wherein each process employs a corresponding set of graphical user interface (GUI) process screens in eliciting data from and presenting data to a user, and wherein:~~

the employing at least one of:

a) a situation appraisal process includes to eliciting, storing, retrieving and presenting situation data, the situation data including (i) concerns about the situation and respective attributes of the concerns, the attributes of each concern including a relative priority and a process to be used for further analysis, and (ii) actions to be taken to address the concerns;

~~b) the~~ a problem analysis process ~~includes to~~ eliciting, storing, retrieving and presenting problem data including an object of a problem in the situation and attributes of the object, the attributes including a deviation, possible causes, actions to be taken to confirm a true cause, a confirmed true cause, and actions to be taken to address the confirmed true cause;

~~the c) a~~ decision analysis process ~~includes to~~ eliciting, storing, retrieving and presenting decision data, the decision data including (1) objectives of a decision regarding the situation and respective attributes of the objectives, the attributes of each objective including an indication of relative importance and at least one alternative, (ii) for each alternative a set of risks and respective probabilities and consequences, (iii) a final decision regarding alternatives to be pursued, and (iv) actions to be taken to implement the final decision; and

~~the d) a~~ potential side effect analysis process ~~includes to~~ eliciting, storing, and presenting potential side effect data, the side effect data including potential side effects of an action to be taken to address the situation and respective attributes of the potential side effects, the attributes of each potential side effect including a likely cause, actions to be taken to influence the likelihood of occurrence of the side effect, and actions to be taken in the event of occurrence of the side effect; and

~~the employing an~~ action tracker process ~~includes to~~ (i) retrieving and presenting actions from the other processes, and (ii) ~~to~~ eliciting, storing, retrieving and presenting attributes of the actions, the attributes of each action including a responsible person, a deadline, and status;

wherein each process employs a corresponding set of graphical user interface (GUI) process screens in eliciting data from and presenting data to a user.

17. (Amended) A process according to claim 4, wherein each analysis process is usable in either a worksheet mode or an interactive interview mode, each mode being associated with a different set of the GUI process screens, the interactive interview mode GUI process screens containing ~~substantially more explanatory text and transitioning more gradually than the~~

~~worksheet mode GUI process screens~~specific questions to elicit a proper type of data from a user.

18. (Amended) A process according to claim 17, wherein the ~~interactive~~interview mode GUI process screens include transition screens each summarizing a respective set of process steps to be performed in an immediately-following set of GUI process screens.

19. (Amended) A process according to claim 17, wherein the ~~interactive~~interview mode GUI process screens include summary screens each summarizing a respective set of process steps performed and the data entered in an immediately-preceding set of GUI process screens.

20. (Amended) A process according to claim 17, further operative to toggle between worksheet mode and ~~interactive~~interview mode upon user demand.

30. (Amended) A process according to claim 4, wherein the action tracking process further includes eliciting, storing, retrieving, and presenting process data from at least one of the other processes in addition to the associated actions.

31. (Amended) A process according to claim 30, wherein the ~~associated~~process data includes concerns from the situation appraisal process.

32. (Amended) A process according to claim 30, wherein the ~~associated~~process data includes objects from the problem analysis process.

33. (Amended) A process according to claim 30, wherein the ~~associated~~process data includes decisions from the decision analysis process.

34. (Amended) A process according to claim 30, wherein the ~~associated~~process data includes potential side effects from the potential side effect analysis process.

40. (Amended) A process according to claim 4, wherein each analysis process further includes a ~~text editor component to enable the user to create notes and store the notes in association with the process~~notes cell used to enter clarifying notes.

46. (Amended) A process according to claim 4, wherein the action tracker process further includes:

selecting a previously entered action file for at least one of review and update, the action file selected from action files on user's systems across a network so as to achieve enterprisewide monitoring of the various process screen sequences being undertaken~~retrieving actions from analysis processes carried out for other complex business situations or by other users within an enterprise;~~

selecting a concern from the concerns stored in the selected action file;

displaying actions entered for the selected concern; and

sorting all retrieved~~the~~ actions according to specified sort criteria; and

presenting the actions to the user in accordance with the results of the sorting.

47. (Amended) A process according to claim 46, wherein the actions are sorted and presented by the ~~deadline~~when attribute.

48. (Amended) A process according to claim 46, wherein the actions are sorted and presented by the ~~responsible person~~who attribute.

54. (Amended) A process according to claim 4, further including (i) ~~eliciting identifiers of participants in the analysis of the complex business situation, and (ii) storing the identifiers in the knowledge base in association with the data concerning the complex business situation to assist a user in identifying people having knowledge about the complex business situations~~specifying an individual responsible for a specified task.

58. (Amended) A computer-readable medium containing a computer program for eliciting, processing, storing, and displaying information concerning a complex business

situation, the computer program comprising: ~~a plurality of program code modules operative to perform respective processes and program code for accessing a knowledge base providing for structured storage and retrieval of data by the processes, the processes including an 'action tracking process and a plurality of analysis processes including situation appraisal, problem analysis, decision analysis, and potential side effect analysis processes, wherein each process employs a corresponding set of graphical user interface (GUI) process screens in eliciting data from and presenting data to a user, and wherein:~~

~~the a situation appraisal process module operative to~~ includes eliciting, storing, retrieving and presenting situation data, the situation data including (i) concerns about the situation and respective attributes of the concerns, the attributes of each concern including a relative priority and a process to be used for further analysis, and (ii) actions to be taken to address the concerns;

~~the a problem analysis process includes~~ module operative to eliciting, storing, retrieving and presenting problem data including an object of a problem in the situation and attributes of the object, the attributes including a deviation, possible causes, actions to be taken to confirm a true cause, a confirmed true cause, and actions to be taken to address the confirmed true cause;

~~the a decision analysis process includes~~ module operative to eliciting, storing, retrieving and presenting decision data, the decision data including (i) objectives of a decision regarding the situation and respective attributes of the objectives, the attributes of each objective including an indication of relative importance and at least one alternative, (ii) for each alternative a set of risks and respective probabilities and consequences, (iii) a final decision regarding alternatives to be pursued, and (iv) actions to be taken to implement the final decision;

~~the a potential side effect analysis process includes~~ module operative to eliciting, storing, and presenting potential side effect data, the side effect data including potential side effects of an action to be taken to address the situation and respective attributes of the potential side effects, the attributes of each potential side effect including a likely cause, actions to be taken to influence the likelihood of occurrence of the side effect, and actions to be taken in the event of occurrence of the side effect; and

~~the an~~ action tracker ~~process includes~~ module operative to (i) ~~retrieving~~ and presenting actions from the other processes, and (ii) ~~to eliciting, storing, retrieving~~ and presenting attributes of the actions, the attributes of each action including a responsible person, a deadline, and status;

wherein each module employs a corresponding set of graphical user interface (GUI) process screens in eliciting data from and presenting data to a user.

71. (Amended) A computer-readable medium according to claim 58, wherein each analysis process is usable in either a worksheet mode or an interactiveinterview mode, each mode being associated with a different set of the GUI process screens, the interactiveinterview mode GUI process screens containing specific questions to elicit a proper type of data from a user ~~substantially more explanatory text and transitioning more gradually than the worksheet mode GUI process screens.~~

72. (Amended) A computer-readable medium according to claim 71, wherein the interactiveinterview mode GUI process screens include transition screens each summarizing a respective set of process steps to be performed in an immediately-following set of GUI process screens.

73. (Amended) A computer-readable medium according to claim 71, wherein the interactiveinterview mode GUI process screens include summary screens each summarizing a respective set of process steps performed and the data entered in an immediately-preceding set of GUI process screens.

74. (Amended) A computer-readable medium according to claim 71, wherein each process further includes toggling between worksheet mode and interactiveinterview mode upon user demand.

84. (Amended) A computer-readable medium according to claim 58, wherein the action tracking process further includes eliciting, storing, retrieving, and presenting process data from at least one of the other processes in addition to the associated actions.

85. (Amended) A computer-readable medium according to claim 84, wherein the ~~associated-process~~ data includes concerns from the situation appraisal process.

86. (Amended) A computer-readable medium according to claim 84, wherein the ~~associated-process~~ data includes objects from the problem analysis process.

87. (Amended) A computer-readable medium according to claim 84, wherein the ~~associated-process~~ data includes decisions from the decision analysis process.

88. (Amended) A computer-readable medium according to claim 84, wherein the ~~associated-process~~ data includes potential side effects from the potential side effect analysis process.

94. (Amended) A computer-readable medium according to claim 58, wherein each process further includes a ~~text editor component to enable the user to create notes and store the notes in association with the process~~ notes cell to enter clarifying notes.

100. (Amended) A computer-readable medium according to claim 58, wherein the action tracker process further includes:

~~retrieving actions from analysis processes carried out for other complex business situations or by other users within an enterprise;~~ selecting a previously entered action file for at least one of review and update, the action file selected from action files on user's systems across a network so as to achieve enterprisewide monitoring of the various process screen sequences being undertaken;

selecting a concern from the concerns stored in the selected action file;

displaying actions entered for the selected concern; and

sorting ~~the all retrieved~~ actions according to specified sort criteria; and
presenting ~~the actions to the user in accordance with the results of the sorting.~~

101. (Amended) A computer-readable medium according to claim 100, wherein the actions are sorted and presented by the ~~deadline~~ when attribute.

102. (Amended) A computer-readable medium according to claim 100, wherein the actions are sorted and presented by the ~~responsible person~~ who attribute.

108. (Amended) A computer-readable medium according to claim 58, wherein the computer program contains program code operative to (i) ~~elicit identifiers of participants in the analysis of the complex business situation, and (ii) store the identifiers in the knowledge base in association with the data concerning the complex business situation to assist a user in identifying people having knowledge about the complex business situations~~ specify an individual responsible for executing a specified task.

APPENDIX C

- 1) Jago and Vroom. (1987) "A Normative Model of Leadership Styles"
- 2) Jago and Vroom. (1986) "Managing Participation in Organizations (MPO): A Computer Program" *AI Software*
- 3) Jago and Vroom. (1988) *The New Leadership*. Prentice-Hall, Inc., New Jersey (title page and table of contents only)

APPENDIX D

- 1) A copy the work entitled GENCO II deposited in the Copyright Office with claim of copyright registered under number A 550878
- 2) A copy the work entitled APEX II deposited in the Copyright Office with claim of copyright registered under number A 550880

APPENDIX E

- 1) Franchise License Agreement dated January 1, 1997
- 2) Franchise License Agreement dated January 1, 1995
- 3) Letter to Jim Schlick from Thys Fourie dated April 25, 1997
- 4) Memo from Ted Hiller and Jim Schlik to Thys Fourie dated May 22, 1996 (but see subject line)
- 5) September 12, 1996 facsimile from Mike Freedman to Ted Hiller
- 6) September 9, 1998 letter from Thomas Irwin to Mike Freedman
- 7) October 21, 1997 letter from Mike Freedman to Ettiene Joubert
- 8) March 7, 1998 letter from Mike Du Toit to Thys Fourie (as representative of RMC)
- 9) March 7, 1998 letter from Mike Du Toit to Thys Fourie (in his personal capacity under the Franchise License Agreement)
- 10) March 13, 1998 letter from Mike Du Toit to Eugene Marais
- 11) A Non-Disclosure Agreement effective on November 4, 1997
- 12) Copy of software sent to Jim Schlick from Thys Fourie on November 11, 1997

FRANCHISE LICENSE AGREEMENT

Franchise License Agreement, dated January 1, 1997 between Kepner-Tregoe, Inc., a Delaware Corporation, whose mailing address is P.O. Box 704, Research Road, Princeton, New Jersey 08542 (K-T) and Rational Management Consultants CC, a South African Close Corporation, whose mailing address is P.O. Box 73862, Fairland 2030, Johannesburg, South Africa ("Licensee").

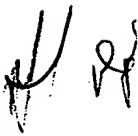
Preliminary Statement

K-T and its affiliates and Licensees have over a period of more than thirty-five years developed, marketed, refined and promoted, on a worldwide basis, a Business System for training corporate managers and employees in techniques of effective decision-making and other management tools throughout the world. K-T is willing to license the Intellectual Property rights in its Business System, service marks, trademarks and copyrights to Licensee, on the terms and subject to the conditions set forth herein, for the purposes contemplated by this Franchise License Agreement and Licensee is willing to accept such license.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and wishing to be legally bound, the parties hereto agree as follows:

1. Definitions

- a) "Border Countries" shall mean Namibia, Swaziland, Malawi, Botswana and Zimbabwe.
- b) "Business System" shall mean the system of training corporate managers and employees in techniques of effective decision-making and other management tools, which System was devised and originated by K-T and is recorded in its Programs or Materials used in connection with the delivery of the Programs and, includes any improvement or variations made to the Business System.
- c) "Copyrights" shall mean all copyrights held by K-T covering or arising in connection with the creation, publishing or reproduction or translation of the Programs or the Materials used in connection with the promotion, marketing or delivery of the Programs.
- d) "Franchise" shall have the meaning described in art. 2 hereof.
- e) "Goodwill" shall mean the goodwill arising out of the use of the Business System and the Intellectual Property by K-T and all its Licensees, including the Licensee.



- f) "Intellectual Property" includes, but is not limited to the know-how, the copyrights, the goodwill, the trade names, the trademarks and the trade secrets.
- g) "Know-how" shall include all confidential technical and commercial information relating to the operation of the Business System existing from time to time, including, without limitation, information contained in the Programs and Materials or other documents, together with unrecorded information known to individuals who are office bearers or employees of K-T.
- h) "Materials" shall mean such Materials as are designated by K-T for use in connection with the Franchise license being granted hereunder, including materials used in connection with the promotion, marketing or delivery of the Programs.
- i) "Names" shall mean the trade names, trademarks and servicemarks described on Schedule A hereto as the same shall be in effect from time to time.
- j) "Programs" shall mean the training programs developed or marketed by K-T described on Schedule B hereto as the same shall be in effect from time to time.
- k) "Services" shall mean such Materials (the Materials), the delivery of the Programs and the rendering of other services and consultation by Licensee using the K-T concepts and know-how and technology embodied in the Materials and in the Programs.
- l) "Software" shall mean computer assisted job aides that support Kepner-Tregoe Programs but limited to current K-T approved computer hardware.
- m) "Territory" shall mean the Republic of South Africa.

2. Appointment of Licensee

- a) K-T hereby appoints Licensee as its exclusive Licensee in the Territory
 - (i) to promote, sell and deliver the Programs and Services (the "Franchise") in the Territory in Afrikaans, English, and in appropriate African languages.
 - (ii) to use the Names in the Territory in connection with the Franchise,
 - (iii) to use the materials protected by the Copyrights and such other Materials as are designated by K-T for use in connection with the Franchise.

- (iv) to service, on a non-exclusive basis, South African multi-national companies in the Border Countries in those cases where business sold by Licensee in S. Africa is extended to client sites in the Border Countries. This License does not extend to these Border Countries except for servicing those clients.
- b) The parties acknowledge that certain provisions of this Agreement must be approved by the Reserve Bank of South Africa and that if any of the provisions of this Agreement as submitted to the Reserve Bank must be altered, modified or deleted or if other provisions must be added in order to gain Reserve Bank approval, then K-T may, at its option, declare this Agreement null and void notwithstanding that the Agreement may already be in force. If K-T exercises its option to this Section 2(b) then K-T shall return the initial fee paid by Licensee pursuant to Section 3(a).
- c) Licensee agrees to use its best efforts to promote, sell and deliver the Programs pursuant to the terms and conditions of this Agreement.
- d) Licensee recognizes that K-T is the owner, both in the Territory and elsewhere, of the Intellectual Property including the Names, the goodwill attaching thereto and of the Copyrights and agrees that the Intellectual Property, Names and Copyrights shall remain the property of K-T, both during the term of this agreement and thereafter. Licensee acknowledges that its rights to use the Intellectual Property, Names and the Copyrights arise solely as a Licensee under this Agreement. Licensee shall not derive or obtain by virtue of this Agreement, by the use of the Intellectual Property, the Names or the Copyrights or by the translation of the Materials, any ownership right in and to the Intellectual Property, the Names, the Copyrights or Materials or their translations, and during the term of this Agreement and after its termination, Licensee agrees to execute such instruments of assignment as K-T may request to evidence the ownership by K-T of the Intellectual Property, the Names and Copyrights and to convey to K-T all rights, if any, to copyrights, trademarks, tradenames, servicemarks and translations which may be attributed or attributable to Licensee in connection with its marketing of the Programs or the translation of the Materials by Licensee or by virtue of any other use by Licensee of the Intellectual Property, the Names and the Copyrights pursuant to this Agreement.

Licensee shall not change, alter, or modify the materials in any way without K-T's express written consent. Similarly, any additions, deletions or improvements may only be made with K-T's specific written consent, which will not be unreasonably withheld.

- e) K-T will offer any new Programs that it might develop in the future to Licensee who may or may not accept a license for such Programs on terms and at fees to be negotiated. Both K-T and Licensee recognize the importance of Licensee accepting a license for new K-T Programs.

Licensee shall provide K-T with its annual forecasts of revenue and expense, marketing and promotional plans, hiring plans and other information and data reasonably related to the business of the Franchise and K-T shall provide Licensee with its advice and counsel thereon.

K-T will conduct an annual review of Licensee's performance, normally in December of each year, together with a review of Licensee's business plans for the upcoming year.

- f) Licensee shall have the right to license client instructors of corporate clients for the delivery of the Programs and K-T's Intellectual Property, but shall not have the right to grant licenses for K-T Intellectual Property or Programs to anyone else without K-T's prior written approval.

3. License Fees

Licensee agrees to pay the following fees in consideration for and in connection with the license granted hereunder:

- a) An annual license fee (the license fee) in a percentage amount of gross revenues earned by the Franchise (excluding taxes and reimbursed expenses) from the sale and delivery of the Programs and Services for each fiscal year of the License as per the following schedule:

Year	Minimum Revenue Rand (K)	Royalty Rate %	Royalty Paid to K-T Rand (K)	K-T Re-invest in South Africa Rand (K)
1997	2875	15	431	143 (5%)
1998	3593	15	539	143 (4%)
1999	4492	15	674	135 (3%)
2000	5165	15	773	103 (2%)
2001	5939	15	891	60 (1%)

Each fiscal year of Licensee for purposes of this Agreement will commence on January 1 and end on December 31.

Reinvested license fees shall be expended on new technology, training of RMC staff, sales support, infringing competition, etc. RMC agrees to establish a separate account to segregate and track such reinvested fees. In addition, RMC shall establish a project plan each January for the spending of such fees and shall submit such plan to K-T.

The above license fee percentages shall be submitted to K-T undiminished by any withholding taxes imposed by the Republic of South Africa. It shall be Licensee's obligation to either reimburse K-T for any withholding taxes applicable to such license fees or to pay such taxes to South Africa tax authorities on behalf of K-T.

Revenue shall be determined on the accrual basis of accounting in accordance with generally accepted accounting principles applied consistently in the Republic of South Africa.

- b) License fees shall be payable within 45 days of the last day of the fiscal quarter in which such revenues are billed by Licensee to the respective client, and shall be remitted to K-T in United States Dollars calculated at the spot rate on the due date as issued by the US Federal Reserve Bank. If any payment is not made when due, the amount owed shall bear interest at the U.S. prime rate provided, however, that neither the accrual nor the payment of interest on amounts past due shall bar K-T from terminating this Agreement for non-payment of fees pursuant to Section 10(b)(i) hereof.

In the event of the Licensee being prevented by South African Exchange Control Regulations to remit the full license fees due to K-T, such portion of the license fees that cannot be remitted shall be paid into a South African banking account approved by K-T and the placing of such funds in such banking account shall constitute compliance by the Licensee of its obligations in terms of this Section 3.

- c) Licensee shall provide K-T with (i) quarterly revenue reports in the form of Exhibit A hereto within 15 days of the end of each quarter and (ii) annual financial statements, audited by certified public accountants reasonably acceptable to K-T, within 90 days of the end of the Licensee's fiscal year and statements of operations and of changes in financial position for such fiscal year.

4. Minimum Annual Gross Revenue Schedule

If, in any Fiscal year, the Annual Gross Revenues shall be less than the Minimum Annual Gross Revenue set forth in the above schedule, then K-T shall have the right, but not the obligation, to terminate this Agreement on ninety (90) days written notice.

5. Services Provided by K-T to Licensee

a) In consideration of the license fees, K-T agrees to provide Licensee with the following services during the term of the Agreement:

- (i) Access to product/client servicing training for bona-fide employees of Licensee with respect to the Programs and any revisions and updates of the Programs;
- (ii) Access to K-T Program Leader Conferences;
- (iii) Access to K-T market research, Princeton Library and client database;
- (iv) Access to all modifications of the Programs;
- (v) Access to business conference, franchise and marketing conferences;
- (vi) One free trip by a K-T executive.

All services provided to Licensee pursuant to this sub-section (a) shall be without charge to Licensee, except that Licensee shall bear all costs for travel, lodging and meals incurred by K-T personnel and by Licensee's employees and the cost of training materials supplied by K-T.

- b) If requested, K-T agrees to provide Licensee with additional assistance, over and above that provided in the re-investment program, subject to availability of appropriate K-T personnel, in the areas of promotional assistance, "checkout" of trained employees of Licensee, consultation with customers of Licensee, and such other areas as are agreed upon by K-T and Licensee. Such assistance shall be provided upon the terms described in Schedule C hereof, which Schedule may be revised by K-T from time to time upon 90 days written notice to Licensee. Licensee shall bear the cost of all travel, lodging and meal expenses of K-T personnel providing services for Licensee, including Licensee's pro-rata share of facilities costs, instructor fees, overhead costs, etc., if applicable. Licensee acknowledges that the charges for services performed by affiliates of K-T may be more or less than the charges set forth on Schedule C.
- c) K-T will invoice Licensee for charges incurred pursuant to this Section 5 at the time of rendering services and Licensee agrees to make all payments due to K-T hereunder in United States Dollars within 30 days of the invoice date.

6. Ownership of Existing Materials

Licensee and K-T agree that:

- a)(i) the quality of the Materials and Programs utilized by Licensee are critical to the success of the K-T Franchise granted pursuant to this Agreement;
- (ii) Licensee will utilize only Materials and Programs which are clearly "advanced" when compared to materials utilized by competitors in the training — human resource development marketplace;
- b)(i) Licensee has had, prior to the effective date of this Agreement, programs and/or materials in both English, Afrikaans and African languages which are substantially similar to and/or derived from, the Programs on Schedule B;
- (ii) the legitimate ownership and copyright in these programs and/or materials properly belongs to K-T and Licensee agrees to change the copyright legend on these programs and/or materials to the name of Kepner-Tregoe, Inc. Licensee also agrees to execute such instruments of assignment as K-T may request to evidence such ownership. Licensee agrees to make such changes in ownership of these programs and materials as soon as possible if such changes have not been made by the effective date of this agreement;
- (iii) the programs and/or materials referred to in this Section 6(b) are listed in Schedule D;
- c)(i) Licensee has had, prior to the effective date of this Agreement, programs and/or materials, in both English, Afrikaans and appropriate black languages which are not substantially similar to the Programs on Schedule B but have been derived from or represent modified versions of the Programs on Schedule B;
- (ii) the legitimate ownership and copyright in these programs and/or materials properly belongs to K-T and Licensee agrees to change the copyright legend on these programs and/or materials to the name of Kepner-Tregoe, Inc. Licensee also agrees to execute such instruments of assignment as K-T may request to evidence such ownership. Licensee agrees to make such changes in ownership of these programs and materials as soon as possible if such changes have not been made by the effective date of this agreement;
- (iii) the programs and/or materials, referred to in this Section 6(c) are listed on Schedule E;

- d)(i) Licensee has had, prior to the effective date of this Agreement, programs and/or materials, in both English and Afrikaans which are not similar to or derived from the Programs in Schedule B;
- (ii) the legitimate ownership and copyright in these programs and/or materials properly belongs to and shall remain with Licensee; and
- (iii) the programs and/or materials referred to in this Section 6(d) are listed in Schedule F.

7. Use of Materials

- a) Licensee shall have the option to utilize in its Franchise any of the materials referred to Sections 6(b) or (c) and appearing on Schedules D and E or the K-T Materials supplied by K-T. Licensee agrees, however, only to use the materials referred to in Sections 6(b) or (c) if both Licensee and K-T agree that they are clearly superior to K-T's comparable materials. This Agreement places no restrictions or conditions on Licensee's use of the materials and/or programs referred to in Section 6 (d) and listed on Schedule F.
- b) If Licensee chooses to or is required to utilize K-T Materials, it shall have the option to print such materials pursuant to Section 8 hereof or to purchase such materials from K-T pursuant to Section 9 hereof.
- c) Licensee shall not have the right to change, alter or modify K-T Materials in any way without the express written consent of K-T. This prohibition also applies to the Programs and/or Materials listed on Schedules D and E.

8. Translation and Printing of Materials

- a) K-T hereby authorizes Licensee to translate into the Afrikaans language such Materials as are designated in writing by K-T. Licensee shall bear the full and total cost of all such translations. Prior to any translation of the Materials by an independent contractor retained by Licensee or by an employee of Licensee or any of its affiliates who does not perform translations in the ordinary course of his employment, Licensee shall obtain from such translator a written agreement, in form and substance satisfactory to K-T, assigning to K-T all copyrights in the translation of the Materials. Should any Materials be translated by an employee of Licensee who performs translations in the ordinary course and scope of his/her employment, Licensee shall assign the copyright in such translations to K-T. If any of the Materials translated by Licensee are revised by K-T, Licensee agrees to incorporate promptly the revisions into the translated Materials and thereafter to distribute only the revised Materials to its customers.

- b) The Materials translated by Licensee shall contain the complete contents of the corresponding English or Afrikaans language materials, including all technical diagrams and charts. Licensee shall deliver to K-T galley proofs of all completed translations for review by K-T prior to publication and shall not commence printing of the proofs until it obtains K-T's written approval of the content, translation, format and printing quality of the Materials. K-T shall have the right to have translations reviewed by an independent person and any costs or expenses incurred by K-T in this regard shall be borne by the Licensee.
- c) All materials printed by Licensee shall contain a copyright notice which complies with the requirements of the copyright laws of the country in which such material is printed and distributed, including the following statements:

"Copyright 19__ Kepner-Tregoe, Inc."

"Printed under License of Kepner-Tregoe, Inc."

"All rights reserved by Kepner-Tregoe, Inc. including, but not limited to the right of reproduction, in whole or in part, in any form."
- d) All Materials printed by Licensee shall include all technical material, charts and other material contained in the Materials printed by K-T and shall be printed in a first-class manner. Licensee shall not use or distribute any Materials printed by Licensee unless it first furnishes K-T with a sample of such Materials and obtains the written approval by K-T of the content, format and printing quality of the Materials. All such Materials shall be distributed only in connection with the delivery of the related Programs, and upon the termination of this Agreement all unused Materials, galley proofs and master copies, whether printed or recorded on word processing equipment, shall be, at the option of K-T, delivered to K-T or destroyed.
- e) Licensee shall keep records showing the amount of Materials printed, the amount distributed to customers and the amount retained by Licensee as inventory.

9. Purchase of Materials

- a) Licensee may, at its option, purchase Materials from K-T for use by its customers in accordance with the prices established by K-T and prevailing at the time of purchase. Such prices may be revised by K-T from time to time during the term of this agreement. All shipments of Materials shall be made F.O.B. from the point of shipment, and Licensee shall pay all delivery costs and applicable customs duties or other applicable charges levied by any government in connection with the delivery of Materials to Licensee. K-T will follow shipping instructions given in writing by Licensee.

- b) K-T will invoice Licensee for charges incurred pursuant to this Section 9 upon the shipment of Materials and Licensee agrees to make all payment due to K-T hereunder in United States Dollars within 45 days of the invoice date. If Licensee fails to make payment when due, the amount owed shall bear interest at the U.S. prime rate provided, however, that neither the accrual nor payment of interest on amounts past due shall bar K-T from terminating this Agreement for non-payment pursuant to Section 10(b)(i) hereof.

10. Term of License

- a) The term of this Agreement shall begin on the date hereof and shall end on the date that is five years after such date. Each party shall have the right at any time during its term to terminate this Agreement upon ninety (90) days written notice. At the end of the initial term, this Agreement may renew for a further term by mutual written consent by both parties.
- b) Notwithstanding the above, during the term of the license, K-T shall have the right to terminate this Agreement immediately if (i) Licensee fails to make any payment due hereunder within 10 days of the date it becomes due and payable, (ii) K-T determines, pursuant to Section 14, that Licensee's employees are unable to achieve or maintain K-T's standards of quality, (iii) Licensee becomes insolvent, is adjudicated a bankrupt, makes an assignment for the benefit of creditors or a similar disposition of its assets or abandons the business of the Franchise, (iv) Licensee breaches any of its obligations under Sections 2, 12, 13 or 14 hereof, or, (v) there is any material change in the ownership, management or control of Licensee. K-T shall also have the right to terminate this Agreement thirty days after giving notice of a breach of any other obligation arising under this Agreement if Licensee has not cured such breach within the thirty-day notice period.

This Franchise License Agreement specifically requires that both Matthys Fourie and Robin Probart be employed by Licensee on a full time basis and actively engaged in the business of the Franchise throughout the term of this Agreement and any extensions hereof. In the event that either of them are no longer employed by Licensee and/or are no longer actively involved in the business of the Franchise, then K-T shall have the right to terminate this Agreement immediately.

- c) Upon the termination of this Agreement, Licensee shall fully cooperate with K-T in the transfer of responsibilities to K-T or its designee for the servicing of Licensee's clients. Such cooperation shall include, but not be limited to, providing K-T with information and data with respect to all clients with whom Licensee has done business during the term of the license, e.g., the names and addresses of all clients and client sites, the client phone numbers as well as the individual names of key client personnel with purchasing responsibility, the products purchased by the client, client contracts and proposals, all client correspondence, current prospects and leads, promotional material, as well as the names of all K-T Program Leaders, plus all other information reasonably related to the business of the Licensee in the Territory and the Franchise. Licensee acknowledges that its obligation to hand over its clients to K-T upon termination is unequivocal.

11. Exchange of Business

From time to time during the term of this Agreement, K-T may learn of opportunities to market the Programs to clients in the Territory and Licensee may learn of opportunities to market the Program to clients outside the Territory. K-T and Licensee agree to exchange information about such opportunities as they arise and to share revenues from realized opportunities on a case-by-case basis.

In addition, K-T may request, from time to time, Licensee's assistance in servicing its clients in the Border Countries and in other locations in Africa and, in such instances, Licensee will use its best efforts to provide such assistance.

12. Assignment of License

Licensee shall not assign any right or delegate any duty hereunder except for limited sub-licenses given to corporate clients for delivery of the Programs by client instructors and to employees for the delivery of the Programs as contract instructors. This license Agreement cannot be assigned without K-T's express written approval.

13. Sale of Other Products by Licensee; Confidentiality, Know-How and Trade Secrets

- a) Licensee agrees that during the term of this Agreement and for two years after its termination, neither Licensee nor any of its present or future affiliates located inside or outside the Territory, will directly or indirectly offer or conduct any programs or training activities, which are similar to the Programs in purpose or subject matter, without first obtaining the written consent of K-T, which consent may be given or withheld in the sole and absolute discretion of K-T.

- b) Licensee acknowledges that, during the course of its exclusive license hereunder, it and certain of its officers, agents and employees, if any, will acquire knowledge of proprietary concepts, confidential information, know-how and trade secrets involving the Programs. Licensee hereby agrees, on behalf of itself and its officers, agents and employees (i) to preserve the confidentiality of such concepts, confidential information, know-how and trade secrets, (ii) to cause all of Licensee's employees who are trained by Licensee in such concepts or confidential information, know-how and trade secrets to execute the K-T Program Leader Agreement, (iii) to cause all program leaders employed by its clients and granted sub-licenses by Licensee to execute the K-T Program Leader Agreement, and (iv) to deliver copies of all such agreements to K-T promptly after execution thereof.

Licensee agrees not to exploit the knowledge of such concepts, confidential information, know-how and trade secrets as are mentioned under this subsection 13(b) for purposes other than this license, nor to exploit such knowledge after termination of this Agreement.

14. Quality Control

- a) Licensee acknowledges that the management training concepts and techniques embodied in each of the Programs are an integrated whole and that each Program must be properly utilized, communicated and implemented. Licensee agrees to conform its presentations to the methods promoted by K-T and, without limiting the generality of the foregoing, (i) to employ only persons having the ability to present the Programs properly, (ii) to provide suitable facilities, supplies and amenities for the delivery of the Programs, and (iii) to ensure that only employees and client instructors who are certified by K-T upon successful completion of K-T's instruction training program may deliver the Programs.
- b) Licensee acknowledges and agrees that all materials used or developed by Licensee will be in accordance with Kepner-Tregoe's quality standards and are subject to review at any time.
- c) K-T or its designated representatives shall have the right to attend training sessions conducted by Licensee or its customers to verify that the sale, servicing and delivery of the Programs by Licensee or its customers conforms with K-T's standards of quality. If K-T determines that such quality standards have not been met, the program leader or client instructor observed by K-T shall undergo additional training by K-T, which training shall be without charge to Licensee except for travel and lodging expenses incurred by such personnel. If K-T determines after such additional training that Licensee's personnel or Licensee's client's personnel have failed to meet K-T's standards of quality, then Licensee shall not allow such

instructor to continue to deliver the Programs. All contracts entered into by Licensee for the training of client instructor shall state that the clients' right to conduct training sessions is to be subject to this Section 14.

15. Use of Names

- a) Prior to the use of the Names on Licensee's stationery or on the Materials printed by Licensee and of any signs, corporate logo or other identification of the Franchise, in advertisements or promotional material or in any other tangible form in connection with the Franchise or K-T, Licensee shall provide K-T with exact copies of the proposed use and shall not commence such use until it obtains K-T's written approval. Licensee shall use the Names precisely as required by K-T and shall observe all instructions given by K-T as to colors, size and manner or representation of the Names.
- b) Upon the termination of this Agreement, Licensee shall promptly remove all indications of the Names from its premises, letters, advertising or any other tangible form used in connection with Licensee's business, and shall destroy or, at K-T's option, return to K-T, all stationery, promotional material and other materials on which any of the Names appear.

16. Infringement of Names and Copyrights

Licensee agrees to notify K-T of any adverse uses or infringements in the Territory (i) of names confusingly similar to the Names or (ii) of the Materials. K-T and Licensee shall consult together as to the best course to pursue, but K-T shall not be bound to institute any legal proceedings. K-T shall have the first right, at its option, to file and prosecute suits for infringement and Licensee agrees to render to K-T such assistance, at K-T's expense, as is reasonably requested by K-T. K-T shall be entitled to all recoveries from such suits.

17. Applicable Law

This Agreement shall be governed by, and interpreted under, the laws of the Republic of South Africa.

18. Arbitration

In the event of a dispute between K-T and Licensee, the parties will participate in mediation proceedings which will be conducted in private and in accordance with the procedures as set out by ADRASA (Alternative Dispute Resolution Association of South Africa). Should the conflict not be resolved by the mediation, K-T and the Licensee will commence expedited arbitration proceedings and enter into an expedited arbitration agreement.

19. Execution by Matthys J. Fourie and Robin Probart

The execution of this Agreement by Matthys Fourie and Robin Probart in the place provided below shall evidence their agreement to be bound individually by the terms of Sections 10(b) and (c) and 13 hereof.

20. Notice

Notices shall be sent by telex, signed fax or by registered mail to the following addresses:

if to Kepner-Tregoe: name: Theodore F. Hiller Jr.
 address: Kepner-Tregoe, Inc.
 Research Road, P.O. Box 704
 Princeton, N.J. 08540
 U.S.A.
 function: General Counsel

copy to:

name:	Mr. Michael Freedman
address:	Kepner-Tregoe Ltd. 13-15 Victoria St. Windsor Berkshire SL4 1HB England
function:	Executive-Vice President

if to Licensee:	name:	Matthys J. Fourie
	address:	Rational Management Consultants P.O. Box 73862 Fairland 2030 Johannesburg South Africa
	function:	Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this Franchise License Agreement with full force and effect from the date first written above.

KEPNER-TRIGOE, INC.

RATIONAL MANAGEMENT
CONSULTANTS, CC

BY: [Signature]

BY: [Signature]

TITLE ENV

TITLE ✓ Ecce-type Director

BY: Matthys J. Fourie, Individually

BY: Robin Probart
Robin Probart Individually

NAMES

Mark	United States Certificate of Registration Numbers
Pro-Counsel	1336405
Decision Aide	1336404
Genco	851649
Apex	851214
KTA	849965
Kepner-Tregoe and Design	860314
Fulcrum	1113802
Kepner-Tregoe	1021695
K-T	1019619
Logix	936857
Mobius	936856
Trouble Shooter	1390577
Managing Involvement	1385029
ATS	Common Law
Achieving Career Potential	1073853
Managing the Performance System	Common Law
Performance Analysis	Common Law
Planning Pro	1409267
Driving Force	1534589
Deep Listening	1844800
Analytic Trouble Shooting	1987886

PROGRAMS

K-T grants the Licensee a license to use the technical works listed below:

Kepner-Tregoe's Problem Solving and Decision Making (PSDM)

PSDM Leader Development Institute (PSDM/LDI)

Analytic Trouble Shooting (ATS)

ATS Leader Development Institute (ATS/LDI)

Project Management (PMW)

PMW Leader Development Institute (PMW/LDI)

Managing Involvement (MI)*

MI Leader Development Institute (MI/LDI)*

Performance Analysis (PAW)

Effective Meeting Management

Total Quality Management Module (TQM)

* By license from a third party.



CHARGES FOR SERVICES

In connection with assistance by K-T to Licensee pursuant to Section 5b), of The Franchise License Agreement, Licensee and K-T agree that the following per-diem rates, plus expenses, shall apply for services rendered by or to one of the parties:

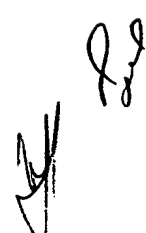
- For services provided by K-T — \$2,000 per day. CEO, Director and Executive Vice President, Practice Managers and Leaders.

Other K-T employees — \$1,500 per day.

- For services provided by Licensee — \$2,000 per day. Directors.

Other Licensee employees — \$1,500 per day.

Licensee and K-T specifically agree that the above rates shall not apply for travel days to and from client or other business locations.

Handwritten signature and initials in the bottom right corner of the page.

K-T DERIVED PROGRAMS AND/OR MATERIALS

1. Kepner-Tregoe Management Programme (KTM)
2. Kepner-Tregoe Analytical Trouble Shooting (ATS)
3. Managing Performance System (MPS)
4. Kepner-Tregoe Project Management (PM)

Handwritten signature or initials in the bottom right corner of the page.

MODIFIED PROGRAMS AND/OR MATERIALS

1. Kepner-Tregoe Clerical Programme (KTCP)
2. Kepner-Tregoe Secretarial Programme (KTSP)
3. Operator Trouble Shooting
4. Kepner-Tregoe Technical (KT Tech.)

Handwritten initials/signature

PROGRAMS AND/OR MATERIALS OF LICENSEE

1. RMC Project Management
2. Planning Skills
3. PACTS
 - Commercial Skills
 - Normal
 - Basic
 - Retail
 - Competency Measurement
4. Quality Simulation
5. OD Facilitation Skills

Handwritten signature or initials in the bottom right corner of the page.

FRANCHISE LICENSE AGREEMENT

Franchise License Agreement, dated January 1, 1995 between Kepner-Tregoe, Inc., a Maryland Corporation, whose mailing address is P.O. Box 704, Research Road, Princeton, New Jersey 08542 (K-T) and Rational Management Consultants CC, a South African Close Corporation, whose mailing address is P.O. Box 73862, Fairland 2030, Johannesburg, South Africa ("Licensee").


Preliminary Statement

K-T and its affiliates and Licensees have over a period of more than thirty-five years developed, marketed, refined and promoted, on a worldwide basis, a Business System for training corporate managers and employees in techniques of effective decision-making and other management tools throughout the world. K-T is willing to license the Intellectual Property rights in its Business System, service marks, trademarks and copyrights to Licensee, on the terms and subject to the conditions set forth herein, for the purposes contemplated by this Franchise License Agreement and Licensee is willing to accept such license.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and wishing to be legally bound, the parties hereto agree as follows:

1. Definitions

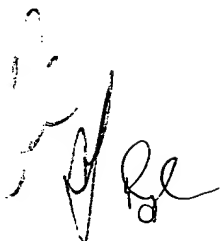
- a) "Border Countries" shall mean Namibia, Swaziland, Malawi, Botswana and Zimbabwe.
- b) "Business System" shall mean the system of training corporate managers and employees in techniques of effective decision-making and other management tools, which System was devised and originated by K-T and is recorded in its Programs or Materials used in connection with the delivery of the Programs and, includes any improvement or variations made to the Business System.
- c) "Copyrights" shall mean all copyrights held by K-T covering or arising in connection with the creation, publishing or reproduction or translation of the Programs or the Materials used in connection with the promotion, marketing or delivery of the Programs.
- d) "Franchise" shall have the meaning described in art. 2 hereof.
- e) "Goodwill" shall mean the goodwill arising out of the use of the Business System and the Intellectual Property by K-T and all its Licensees, including the Licensee.

A handwritten signature in black ink, appearing to be 'J. Tregoe', is located in the bottom right corner of the page.

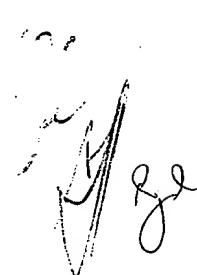
- f) "Intellectual Property" includes, but is not limited to the know-how, the copyrights, the goodwill, the trade names, the trademarks and the trade secrets.
- g) "Know-how" shall include all confidential technical and commercial information relating to the operation of the Business System existing from time to time, including, without limitation, information contained in the Programs and Materials or other documents, together with unrecorded information known to individuals who are office bearers or employees of K-T.
- h) "Materials" shall mean such Materials as are designated by K-T for use in connection with the Franchise license being granted hereunder, including materials used in connection with the promotion, marketing or delivery of the Programs.
- i) "Names" shall mean the trade names, trademarks and servicemarks described on Schedule A hereto as the same shall be in effect from time to time.
- j) "Programs" shall mean the training programs developed or marketed by K-T described on Schedule B hereto as the same shall be in effect from time to time.
- k) "Services" shall mean such Materials (the Materials), the delivery of the Programs and the rendering of other services and consultation by Licensee using the K-T concepts and know-how and technology embodied in the Materials and in the Programs.
- l) "Software" shall mean computer assisted job aides that support Kepner-Tregoe Programs but limited to current K-T approved computer hardware.
- m) "Territory" shall mean the Republic of South Africa.

2. Appointment of Licensee

- a) K-T hereby appoints Licensee as its exclusive Licensee in the Territory
 - (i) to promote, sell and deliver the Programs and Services (the "Franchise") in the Territory in Afrikaans, English, and in appropriate black languages.
 - (ii) to use the Names in the Territory in connection with the Franchise,
 - (iii) to use the materials protected by the Copyrights and such other Materials as are designated by K-T for use in connection with the Franchise.



- (iv) to service, on a non-exclusive basis, South African multi-national companies in the Border Countries in those cases where business sold by Licensee in S. Africa is extended to client sites in the Border Countries. This License does not extend to these Border Countries except for servicing those clients.
- b) The parties acknowledge that certain provisions of this Agreement must be approved by the Reserve Bank of South Africa and that if any of the provisions of this Agreement as submitted to the Reserve Bank must be altered, modified or deleted or if other provisions must be added in order to gain Reserve Bank approval, then K-T may, at its option, declare this Agreement null and void notwithstanding that the Agreement may already be in force. If K-T exercises its option to this Section 2(b) then K-T shall return the initial fee paid by Licensee pursuant to Section 3(a).
- c) K-T will undertake a review of the definition of "Territory" two years after the execution of this Agreement to determine whether or not the Territory should be expanded.
- d) Licensee agrees to use its best efforts to promote, sell and deliver the Programs pursuant to the terms and conditions of this Agreement.
- e) Licensee recognizes that K-T is the owner, both in the Territory and elsewhere, of the Intellectual Property including the Names, the goodwill attaching thereto and of the Copyrights and agrees that the Intellectual Property, Names and Copyrights shall remain the property of K-T, both during the term of this agreement and thereafter. Licensee acknowledges that its rights to use the Intellectual Property, Names and the Copyrights arise solely as a Licensee under this Agreement. Licensee shall not derive or obtain by virtue of this Agreement, by the use of the Intellectual Property, the Names or the Copyrights or by the translation of the Materials, any ownership right in and to the Intellectual Property, the Names, the Copyrights or Materials or their translations, and during the term of this Agreement and after its termination, Licensee agrees to execute such instruments of assignment as K-T may request to evidence the ownership by K-T of the Intellectual Property, the Names and Copyrights and to convey to K-T all rights, if any, to copyrights, trademarks, tradenames, servicemarks and translations which may be attributed or attributable to Licensee in connection with its marketing of the Programs or the translation of the Materials by Licensee or by virtue of any other use by Licensee of the Intellectual Property, the Names and the Copyrights pursuant to this Agreement.



Licensee shall not change, alter, or modify the materials in any way without K-T's express written consent. Similarly, any additions, deletions or improvements may only be made with K-T's specific written consent, which will not be unreasonably withheld.

- f) K-T will offer any new Programs that it might develop in the future to Licensee who may or may not accept a license for such Programs on terms and at fees to be negotiated. Both K-T and Licensee recognize the importance of Licensee accepting a license for new K-T Programs.

Licensee shall provide K-T with its annual forecasts of revenue and expense, marketing and promotional plans, hiring plans and other information and data reasonably related to the business of the Franchise and K-T shall provide Licensee with its advice and counsel thereon.

K-T will conduct an annual review of Licensee's performance, normally in December of each year, together with a review of Licensee's business plans for the upcoming year.

- g) Licensee shall have the right to license client instructors of corporate clients for the delivery of the Programs and K-T's Intellectual Property, but shall not have the right to grant licenses for K-T Intellectual Property or Programs to anyone else without K-T's prior written approval.

3. License Fees

Licensee agrees to pay the following fees in consideration for and in connection with the license granted hereunder:

- a) An initial fee in the amount of US\$30,000 payable by no later than December 1, 1994.
- b) An annual license fee (the license fee) in a percentage amount of gross revenues earned by the Franchise (excluding taxes and reimbursed expenses) from the sale and delivery of the Programs and Services for each fiscal year of the License as per the following schedule:

<u>Revenue Amount Per Fiscal Year</u>	<u>Percentage</u>
0 — Rand 2 million	15%
2 — Rand 3 million	13%
3 — Rand 4 million	12%
Rand 4 million+	11%

Each fiscal year of Licensee for purposes of this Agreement will commence on January 1 and end on December 31.

For the initial fiscal year of the Licensee only, i.e., the calendar year 1995, the license fee payable to K-T shall be reduced to ten (10) percent on all gross revenue earned by the Franchise, provided that Licensee invests in its business the five (5) percent (15%-10%) reduction. Both Licensee and K-T shall mutually agree on a specific plan of re-investment but Licensee agrees to inject such reinvestment funds into its business on at least a quarterly basis throughout its initial fiscal year.

The above license fee percentages shall be submitted to K-T undiminished by and net of any withholding taxes imposed by the Republic of South Africa. It shall be Licensee's obligation to either reimburse K-T for any withholding taxes applicable to such license fees or to pay such taxes to South Africa tax authorities on behalf of K-T.

Revenue shall be determined on the accrual basis of accounting in accordance with generally accepted accounting principles applied consistently in the Republic of South Africa.

- c) License fees shall be payable within 45 days of the last day of the fiscal quarter in which such revenues are billed by Licensee to the respective client, and shall be remitted to K-T in United States Dollars calculated at the spot rate on the due date as issued by the US Federal Reserve Bank. If any payment is not made when due, the amount owed shall bear interest at the U.S. prime rate provided, however, that neither the accrual nor the payment of interest on amounts past due shall bar K-T from terminating this Agreement for non-payment of fees pursuant to Section 10(b)(i) hereof.

In the event of the Licensee being prevented by South African Exchange Control Regulations to remit the full license fees due to K-T, such portion of the license fees that cannot be remitted shall be paid into a South African banking account approved by K-T and the placing of such funds in such banking account shall constitute compliance by the Licensee of its obligations in terms of this Section 3.

- d) Licensee shall provide K-T with (i) quarterly revenue reports in the form of Exhibit A hereto within 15 days of the end of each quarter and (ii) annual financial statements, audited by certified public accountants reasonably acceptable to K-T, within 90 days of the end of the Licensee's fiscal year and statements of operations and of changes in financial position for such fiscal year.

Handwritten signature and initials in the bottom right corner of the page.

4. Minimum Annual Gross Revenue Schedule

<u>Fiscal Year#</u>	<u>Minimum Annual Gross Revenue</u>
1	Rand 2 million
2	Rand 2.5 million
3	Rand 3 million

If, in any Fiscal year, the Annual Gross Revenues shall be less than the Minimum Annual Gross Revenue set forth in the above schedule, then K-T shall have the right, but not the obligation, to terminate this Agreement on ninety (90) days written notice.

5. Services Provided by K-T to Licensee

- a) In consideration of the license fees, K-T agrees to provide Licensee with the following services during the term of the Agreement:
- (i) Up to five days annual assistance in the Territory by K-T personnel to help establish systems, marketing, transfer of technology, client introductions, training in K-T sales techniques, etc.;
 - (ii) Access to product/client servicing training for bona-fide employees of Licensee with respect to the Programs and any revisions and updates of the Programs;
 - (iii) Access to K-T Professional Development Conferences;
 - (iv) Access to K-T Program Leader Conferences;
 - (v) Access to K-T market research, Princeton Library and client database;
 - (vi) Access to all modifications of the Programs;
 - (vii) Access to business conference, franchise and marketing conferences;
 - (viii) One free trip by a K-T executive.

All services provided to Licensee pursuant to this sub-section (a) shall be without charge to Licensee, except that Licensee shall bear all costs for travel, lodging and meals incurred by K-T personnel and by Licensee's employees and the cost of training materials supplied by K-T.

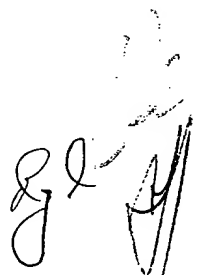


- b) If requested, K-T agrees to provide Licensee with additional assistance, subject to availability of appropriate K-T personnel, in the areas of promotional assistance, "checkout" of trained employees of Licensee, consultation with customers of Licensee, and such other areas as are agreed upon by K-T and Licensee. Such assistance shall be provided upon the terms described in Schedule C hereof, which Schedule may be revised by K-T from time to time upon 90 days written notice to Licensee. Licensee shall bear the cost of all travel, lodging and meal expenses of K-T personnel providing services for Licensee, including Licensee's pro-rata share of facilities costs, instructor fees, overhead costs, etc., if applicable. Licensee acknowledges that the charges for services performed by affiliates of K-T may be more or less than the charges set forth on Schedule C.
- c) K-T will invoice Licensee for charges incurred pursuant to this Section 5 at the time of rendering services and Licensee agrees to make all payments due to K-T hereunder in United States Dollars within 30 days of the invoice date.

6. Ownership of Existing Materials

Licensee and K-T agree that:


- a)(i) the quality of the Materials and Programs utilized by Licensee are critical to the success of the K-T Franchise granted pursuant to this Agreement;
- (ii) Licensee will utilize only Materials and Programs which are clearly "advanced" when compared to materials utilized by competitors in the training — human resource development marketplace;
- b)(i) Licensee has had, prior to the effective date of this Agreement, programs and/or materials in both English, Afrikaans and black languages which are substantially similar to and/or derived from, the Programs on Schedule B;
- (ii) the legitimate ownership and copyright in these programs and/or materials properly belongs to K-T and Licensee agrees to change the copyright legend on these programs and/or materials to the name of Kepner-Tregoe, Inc. Licensee also agrees to execute such instruments of assignment as K-T may request to evidence such ownership. Licensee agrees to make such changes in ownership of these programs and materials by no later than June 30, 1995;

A handwritten signature in black ink, appearing to be 'G. L. Tregoe', is located in the bottom right corner of the page.

- (iii) the programs and/or materials referred to in this Section 6(b) are listed in Schedule D;
- c)(i) Licensee has had, prior to the effective date of this Agreement, programs and/or materials, in both English, Afrikaans and appropriate black languages which are not substantially similar to the Programs on Schedule B but have been derived from or represent modified versions of the Programs on Schedule B;
- (ii) the legitimate ownership and copyright in these programs and/or materials properly belongs to K-T and Licensee agrees to change the copyright legend on these programs and/or materials to the name of Kepner-Tregoe, Inc. Licensee also agrees to execute such instruments of assignment as K-T may request to evidence such ownership. Licensee agrees to make such changes in ownership of these programs and materials by no later than June 30, 1995;
- (iii) the programs and/or materials, referred to in this Section 6(c) are listed on Schedule E;
- d)(i) Licensee has had, prior to the effective date of this Agreement, programs and/or materials, in both English and Afrikaans which are not similar to or derived from the Programs in Schedule B;
- (ii) the legitimate ownership and copyright in these programs and/or materials properly belongs to and shall remain with Licensee; and
- (iii) the programs and/or materials referred to in this Section 6(d) are listed in Schedule F.

7. Use of Materials

- a) Licensee shall have the option to utilize in its Franchise any of the materials referred to Sections 6(b) or (c) and appearing on Schedules D and E or the K-T Materials supplied by K-T. Licensee agrees, however, only to use the materials referred to in Sections 6(b) or (c) if both Licensee and K-T agree that they are clearly superior to K-T's comparable materials. This Agreement places no restrictions or conditions on Licensee's use of the materials and/or programs referred to in Section 6 (d) and listed on Schedule F.
- b) If Licensee chooses to or is required to utilize K-T Materials, it shall have the option to print such materials pursuant to Section 8 hereof or to purchase such materials from K-T pursuant to Section 9 hereof.

A handwritten signature in black ink, appearing to be "J. L. M.", is located in the bottom right corner of the page.

- c) Licensee shall not have the right to change, alter or modify K-T Materials in any way without the express written consent of K-T. This prohibition also applies to the Programs and/or Materials listed on Schedules D and E.

8. Translation and Printing of Materials

- a) K-T hereby authorizes Licensee to translate into the Afrikaans language such Materials as are designated in writing by K-T. Licensee shall bear the full and total cost of all such translations. Prior to any translation of the Materials by an independent contractor retained by Licensee or by an employee of Licensee or any of its affiliates who does not perform translations in the ordinary course of his employment, Licensee shall obtain from such translator a written agreement, in form and substance satisfactory to K-T, assigning to K-T all copyrights in the translation of the Materials. Should any Materials be translated by an employee of Licensee who performs translations in the ordinary course and scope of his/her employment, Licensee shall assign the copyright in such translations to K-T. If any of the Materials translated by Licensee are revised by K-T, Licensee agrees to incorporate promptly the revisions into the translated Materials and thereafter to distribute only the revised Materials to its customers.
- b) The Materials translated by Licensee shall contain the complete contents of the corresponding English or Afrikaans language materials, including all technical diagrams and charts. Licensee shall deliver to K-T galley proofs of all completed translations for review by K-T prior to publication and shall not commence printing of the proofs until it obtains K-T's written approval of the content, translation, format and printing quality of the Materials. K-T shall have the right to have translations reviewed by an independent person and any costs or expenses incurred by K-T in this regard shall be borne by the Licensee.
- c) All materials printed by Licensee shall contain a copyright notice which complies with the requirements of the copyright laws of the country in which such material is printed and distributed, including the following statements:

"Copyright 19__ Kepner-Tregoe, Inc."

"Printed under License of Kepner-Tregoe, Inc."

"All rights reserved by Kepner-Tregoe, Inc. including, but not limited to the right of reproduction, in whole or in part, in any form."

Handwritten signature and initials in the bottom right corner of the page.

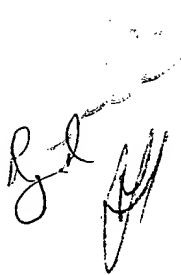
- d) All Materials printed by Licensee shall include all technical material, charts and other material contained in the Materials printed by K-T and shall be printed in a first-class manner. Licensee shall not use or distribute any Materials printed by Licensee unless it first furnishes K-T with a sample of such Materials and obtains the written approval by K-T of the content, format and printing quality of the Materials. All such Materials shall be distributed only in connection with the delivery of the related Programs, and upon the termination of this Agreement all unused Materials, galley proofs and master copies, whether printed or recorded on word processing equipment, shall be, at the option of K-T, delivered to K-T or destroyed.
- e) Licensee shall keep records showing the amount of Materials printed, the amount distributed to customers and the amount retained by Licensee as inventory.

9. Purchase of Materials

- a) Licensee may, at its option, purchase Materials from K-T for use by its customers in accordance with the prices established by K-T and prevailing at the time of purchase. Such prices may be revised by K-T from time to time during the term of this agreement. All shipments of Materials shall be made F.O.B. from the point of shipment, and Licensee shall pay all delivery costs and applicable customs duties or other applicable charges levied by any government in connection with the delivery of Materials to Licensee. K-T will follow shipping instructions given in writing by Licensee.
- b) K-T will invoice Licensee for charges incurred pursuant to this Section 9 upon the shipment of Materials and Licensee agrees to make all payment due to K-T hereunder in United States Dollars within 45 days of the invoice date. If Licensee fails to make payment when due, the amount owed shall bear interest at the U.S. prime rate provided, however, that neither the accrual nor payment of interest on amounts past due shall bar K-T from terminating this Agreement for non-payment pursuant to Section 10(b)(i) hereof.

10. Term of License

- a) The term of this Agreement shall begin on the date hereof and shall end on the date that is three years after such date. Each party shall have the right at any time during its term to terminate this Agreement upon ninety (90) days written notice. At the end of the initial term, this Agreement may renew for a further three years by mutual written consent by both parties.

A handwritten signature in black ink, appearing to be "Bob" followed by a stylized flourish.

- b) Notwithstanding the above, during the term of the license, K-T shall have the right to terminate this Agreement immediately if (i) Licensee fails to make any payment due hereunder within 10 days of the date it becomes due and payable, (ii) K-T determines, pursuant to Section 14, that Licensee's employees are unable to achieve or maintain K-T's standards of quality, (iii) Licensee becomes insolvent, is adjudicated a bankrupt, makes an assignment for the benefit of creditors or a similar disposition of its assets or abandons the business of the Franchise, (iv) Licensee breaches any of its obligations under Sections 2, 12, 13 or 14 hereof, or, (v) there is any material change in the ownership, management or control of Licensee. K-T shall also have the right to terminate this Agreement thirty days after giving notice of a breach of any other obligation arising under this Agreement if Licensee has not cured such breach within the thirty-day notice period.

This Franchise License Agreement specifically requires that both Matthys Fourie and Robin Probart be employed by Licensee on a full time basis and actively engaged in the business of the Franchise throughout the term of this Agreement and any extensions hereof. In the event that either of them are no longer employed by Licensee and/or are no longer actively involved in the business of the Franchise, then K-T shall have the right to terminate this Agreement immediately.

- c) Upon the termination of this Agreement, Licensee shall fully cooperate with K-T in the transfer of responsibilities to K-T or its designee for the servicing of Licensee's clients. Such cooperation shall include, but not be limited to, providing K-T with information and data with respect to all clients with whom Licensee has done business during the term of the license, e.g., the names and addresses of all clients and client sites, the client phone numbers as well as the individual names of key client personnel with purchasing responsibility, the products purchased by the client, client contracts and proposals, all client correspondence, current prospects and leads, promotional material, as well as the names of all K-T Program Leaders, plus all other information reasonably related to the business of the Licensee in the Territory and the Franchise. Licensee acknowledges that its obligation to hand over its clients to K-T upon termination is unequivocal.

11. Exchange of Business

From time to time during the term of this Agreement, K-T may learn of opportunities to market the Programs to clients in the Territory and Licensee may learn of opportunities to market the Program to clients outside the Territory. K-T and Licensee agree to exchange information about such opportunities as they arise and to share revenues from realized opportunities on a case-by-case basis.



In addition, K-T may request, from time to time, Licensee's assistance in servicing its clients in the Border Countries and in other locations in Africa and, in such instances, Licensee will use its best efforts to provide such assistance.

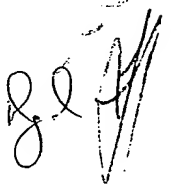
12. Assignment of License

Licensee shall not assign any right or delegate any duty hereunder except for limited sub-licenses given to corporate clients for delivery of the Programs by client instructors and to employees for the delivery of the Programs as contract instructors. This license Agreement cannot be assigned without K-T's express written approval.

13. Sale of Other Products by Licensee; Confidentiality, Know-How and Trade Secrets

- a) Licensee agrees that during the term of this Agreement and for two years after its termination, neither Licensee nor any of its present or future affiliates located inside or outside the Territory, will directly or indirectly offer or conduct any programs or training activities, which are similar to the Programs in purpose or subject matter, without first obtaining the written consent of K-T, which consent may be given or withheld in the sole and absolute discretion of K-T.
- b) Licensee acknowledges that, during the course of its exclusive license hereunder, it and certain of its officers, agents and employees, if any, will acquire knowledge of proprietary concepts, confidential information, know-how and trade secrets involving the Programs. Licensee hereby agrees, on behalf of itself and its officers, agents and employees (i) to preserve the confidentiality of such concepts, confidential information, know-how and trade secrets, (ii) to cause all of Licensee's employees who are trained by Licensee in such concepts or confidential information, know-how and trade secrets to execute the K-T Program Leader Agreement, (iii) to cause all program leaders employed by its clients and granted sub-licenses by Licensee to execute the K-T Program Leader Agreement, and (iv) to deliver copies of all such agreements to K-T promptly after execution thereof.

Licensee agrees not to exploit the knowledge of such concepts, confidential information, know-how and trade secrets as are mentioned under this sub-section 13(b) for purposes other than this license, nor to exploit such knowledge after termination of this Agreement.



14. Quality Control

- a) Licensee acknowledges that the management training concepts and techniques embodied in each of the Programs are an integrated whole and that each Program must be properly utilized, communicated and implemented. Licensee agrees to conform its presentations to the methods promoted by K-T and, without limiting the generality of the foregoing, (i) to employ only persons having the ability to present the Programs properly, (ii) to provide suitable facilities, supplies and amenities for the delivery of the Programs, and (iii) to ensure that only employees and client instructors who are certified by K-T upon successful completion of K-T's instruction training program may deliver the Programs.
- b) Licensee acknowledges and agrees that all materials used or developed by Licensee will be in accordance with Kepner-Tregoe's quality standards and are subject to review at any time.
- c) K-T or its designated representatives shall have the right to attend training sessions conducted by Licensee or its customers to verify that the sale, servicing and delivery of the Programs by Licensee or its customers conforms with K-T's standards of quality. If K-T determines that such quality standards have not been met, the program leader or client instructor observed by K-T shall undergo additional training by K-T, which training shall be without charge to Licensee except for travel and lodging expenses incurred by such personnel. If K-T determines after such additional training that Licensee's personnel or Licensee's client's personnel have failed to meet K-T's standards of quality, then Licensee shall not allow such instructor to continue to deliver the Programs. All contracts entered into by Licensee for the training of client instructor shall state that the clients' right to conduct training sessions is to be subject to this Section 14.

15. Use of Names

- a) Prior to the use of the Names on Licensee's stationery or on the Materials printed by Licensee and of any signs, corporate logo or other identification of the Franchise, in advertisements or promotional material or in any other tangible form in connection with the Franchise or K-T, Licensee shall provide K-T with exact copies of the proposed use and shall not commence such use until it obtains K-T's written approval. Licensee shall use the Names precisely as required by K-T and shall observe all instructions given by K-T as to colors, size and manner or representation of the Names.

A handwritten signature in black ink, appearing to be "R. E. H.", is located in the bottom right corner of the page.

- b) Upon the termination of this Agreement, Licensee shall promptly remove all indications of the Names from its premises, letters, advertising or any other tangible form used in connection with Licensee's business, and shall destroy or, at K-T's option, return to K-T, all stationery, promotional material and other materials on which any of the Names appear.

16. Infringement of Names and Copyrights

Licensee agrees to notify K-T of any adverse uses or infringements in the Territory (i) of names confusingly similar to the Names or (ii) of the Materials. K-T and Licensee shall consult together as to the best course to pursue, but K-T shall not be bound to institute any legal proceedings. K-T shall have the first right, at its option, to file and prosecute suits for infringement and Licensee agrees to render to K-T such assistance, at K-T's expense, as is reasonably requested by K-T. K-T shall be entitled to all recoveries from such suits.

17. Applicable Law

This Agreement shall be governed by, and interpreted under, the laws of the Republic of South Africa.

18. Arbitration

In the event of a dispute between K-T and Licensee, the parties will participate in mediation proceedings which will be conducted in private and in accordance with the procedures as set out by ADASA (Alternative Dispute Resolution Association of South Africa). Should the conflict not be resolved by the mediation, K-T and the Licensee will commence expedited arbitration proceedings and enter into an expedited arbitration agreement.

19. Execution by Matthys J. Fourie and Robin Probart

The execution of this Agreement by Matthys Fourie and Robin Probart in the place provided below shall evidence their agreement to be bound individually by the terms of Sections 10(b) and (c) and 13 hereof.



20. Notice

Notices shall be sent by telex, signed fax or by registered mail to the following addresses:

if to Kepner-Tregoe:	name:	Theodore F. Hiller Jr.
	address:	Kepner-Tregoe, Inc. Research Road, P.O. Box 704 Princeton, N.J. 08540 U.S.A.
	function:	Vice President Legal
copy to:	name:	Mr. Michael Freedman
	address:	Kepner-Tregoe Ltd. 13-15 Victoria St. Windsor Berkshire SL4 1HB England
	function:	Executive-Vice President
if to Licensee:	name:	Matthys J. Fourie
	address:	Rational Management Consultants P.O. Box 73862 Fairland 2030 Johannesburg South Africa
	function:	Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this Franchise License Agreement with full force and effect from the date first written above.

KEPNER-TREGOE, INC.

BY: _____

TITLE: _____

Executive Vice President
24/6/94

RATIONAL MANAGEMENT
CONSULTANTS, CC

BY: _____

TITLE: _____

BY: _____

Matthys J. Fourie, Individually

BY: _____

Robin Probert, Individually

NAMES

Mark	United States Certificate of Registration Numbers
"Pro-Counsel"	1336405
"Decision Aide"	1336404
"Genco"	851649
"Apex"	851214
"KTA"	849965
"Kepner-Tregoe and Design"	860314
"Fulcrum"	1113802
"Kepner-Tregoe"	1021695
"K-T"	1019619
"Logix"	936857
"Mobius"	936856
"Trouble Shooter"	1390577
"Managing Involvement"	1385029
"ATS"	Common Law
"Achieving Career Potential"	1073853
"Managing the Performance System"	Common Law
"Performance Analysis"	Common Law
"Planning Pro"	1409267
"Driving Force"	1534589
"Deep Listening"	1844800

QUARTERLY REVENUE REPORT

EXHIBIT A
SCHEDULE

Manager: _____

Royalty
Due to K-T

[illegible]

Bruce Keener Princeton (Fax) 609-921-7624
Mike Arcenow 48 48-753-8549

KEPNER
TREGOE

REVENUE FORECAST (To Be Submitted Quarterly)

Licensee: _____

Quarter/Year (1): _____

Quarter I

Quarter II

Quarter III

Quarter IV

Projected Revenue

(1) State cut-off date for this report.

Due Date: Three work days before end of Quarter

Distribution: Sylvia Liu, Princeton (Fax: 609-924-4052)

924-7624

~~Bruce Kepner~~, Princeton (Fax: 609-
924-7624)

SCHEDULE II

PROGRAM LEADER INFORMATION

SCHEDULE III

BLM

Year (1): _____

Manager: _____

Training Date

Program in which
Training is Received

Certificate Issuance Date
Month/Year

(1) State cut-off date for this report.

Due Date: Three work days before end of Quarter (due only June and December)
Distribution: Sylvia Liv, Princeton (Fax: 609-924-4000)

Bruce Keener, Princeton (Fax: 609-921-7624)
 Private F/RESEARCH
 44-451-5529

PROGRAMS

K-T grants the Licensee a license to use the technical works listed below:

Kepner-Tregoe's Problem Solving and Decision Making (PSDM)

PSDM Leader Development Institute (PSDM/LDI)

Analytic Trouble Shooting (ATS)

ATS Leader Development Institute (ATS/LDI)

Project Management (PMW)

PMW Leader Development Institute (PMW/LDI)

Managing Involvement (MI)*

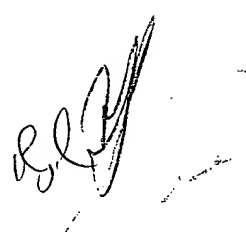
MI Leader Development Institute (MI/LDI)*

Performance Analysis (PAW)

Effective Meeting Management

Total Quality Management Module (TQM)

* By license from a third party.

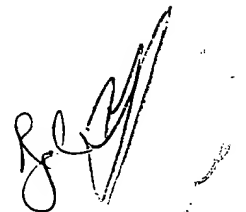
A handwritten signature or set of initials, possibly "B. L. P.", is located in the bottom right corner of the page. It is written in dark ink and appears to be a personal mark.

CHARGES FOR SERVICES

In connection with assistance by K-T to Licensee pursuant to Section 5b), of The Franchise License Agreement, Licensee and K-T agree that the following per-diem rates, plus expenses, shall apply for services rendered by or to one of the parties:

- For services provided by K-T — \$2,000 per day. CEO, Director and Executive Vice President, Practice Managers and Leaders.
Other K-T employees — \$1,500 per day.
- For services provided by Licensee — \$2,000 per day. Directors.
Other Licensee employees — \$1,500 per day.

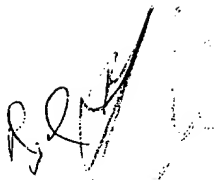
Licensee and K-T specifically agree that the above rates shall not apply for travel days to and from client or other business locations.

A handwritten signature in black ink, appearing to be 'R. J. [unclear]', located in the bottom right corner of the page.

K-T DERIVED PROGRAMS AND/OR MATERIALS

(to be completed by Licensee)

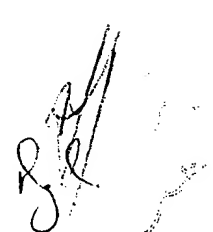
1. Kepner-Tregoe Management Programme (KTM)
2. Kepner-Tregoe Analytical Trouble Shooting (ATS)
3. Managing Performance System (MPS)
4. Kepner-Tregoe Project Management (PM)

Handwritten signature or initials in the bottom right corner of the page.

MODIFIED PROGRAMS AND/OR MATERIALS

(to be completed by Licensee)

1. Kepner-Tregoe Clerical Programme (KTCP)
2. Kepner-Tregoe Secretarial Programme (KTSP)
3. Operator Trouble Shooting
4. Kepner-Tregoe Technical (KT Tech.)

Handwritten signature or initials in the bottom right corner of the page.

PROGRAMS AND/OR MATERIALS OF LICENSEE

(to be completed by Licensee)

1. RMC Project Management
2. Planning Skills
3. PACTS - Commercial Skills
 - Normal
 - Basic
 - Retail
 - Competency Measurement
4. Quality Simulation
5. OD Facilitation Skills

A handwritten signature or set of initials, possibly "R. G.", is located in the bottom right corner of the page.

Ted
22 May 1996

via FAX (2 pages)

TO: Thys Fourie, KT South Africa (RMC)
cc: Mike Freedman, Debbie Mather
FROM: Ted Hiller and Jim Schlick, KT Princeton
SUBJECT: Your 25 April 1997 fax re: Kepner Tregoe Software

Thank you for the fax updating us on the status of the software programme. We are pleased that you have worked out the database bugs and made some enhancements.

Please excuse the delay in responding to your fax, but there were a few issues that needed to be discussed with others in Princeton.

Kepner-Tregoe's Electronic Tools Project

Over the last year, we have embarked on an Executive Committee and Board of Directors-approved project to investigate, design, develop, test, launch, and support electronic tools that facilitate the application of Kepner-Tregoe's rational processes (SA, PA, DA, PPA and POA) and project management process. We are concluding the analysis phase and preparing our recommendations for the Executive Committee.

Jim contacted you, based on a review of the demonstration disk that you provided, to understand the design approach, capabilities, and features of the software programme. As you know, we had problems opening the programme but were eventually able to conduct the review. The thinking at the time was to explore possible collaboration on the project, after we reviewed the software programme.

However, based on the analysis we have conducted with Kepner-Tregoe clients and consultants worldwide, the software programme that you sent to us will not meet the needs of a broad range of our clients. Specifically, our clients are telling us that the electronic tools that Kepner-Tregoe designs, develops, tests, launches, and supports will need to have these minimum capabilities:

1. both groupware and individual use;
2. both onsite and geographic remote use;

3. links to common, commercially available software, including databases and future Kepner-Tregoe software;
4. user customization via templates, output formats, etc.; *didn't have*
5. robust on-line reference materials and context-sensitive help; and
6. design for future translation and localization.

We are approaching this as an electronic performance support system tool that will enhance the users' performance of day-to-day work activities. Additionally, we will use an object-based design that will provide the option for customized, larger-scale integration with our clients' business systems, further enhancing their performance.

Distribution of the Software Programme

As a result of our analysis and plans for Kepner-Tregoe's electronic tools, it would be inappropriate to have Kepner-Tregoe's name and endorsement on another, potentially competitive software programme that is widely distributed. Additionally, we trust you can readily understand how confusing this would be in the marketplace.

Obviously, the software contains Kepner-Tregoe's copyrighted and proprietary material and utilizes our registered trademark. Therefore, we would propose the following as a business agreement for utilization of the software:

- the software bear both the copyright legends of RMC and Kepner-Tregoe;
- its sale and use be restricted to the territory defined in the license agreement;
- all proceeds from the sale of the software be subject to the license fee provided in Section #3 of the January 1, 1997 Franchise License Agreement; and
- that RMC and Kepner-Tregoe conclude a separate agreement regarding the ownership and the use of the software that would incorporate these key provisions.

Please let us know if you have questions or comments.

Facsimile Transmission

**KEPNER®
TREGOE**

Kepner Tregoe, Inc.
Research Road
P.O.Box 704
Princeton, NJ 08542

Voice: 609-252-2459
Fax: 609-252-2570

Date: September 9, 1998 Total pages, including cover sheet: 10
To: Mike Freedman Fax Number: _____
Company name: _____ Subject: RMC
From: Thomas J. Irwin

Dear Mike:

Attached are the last revenue reports received from RMC.
The report does identify the client name and thought this might
be helpful if you intend to send a direct mailing to RMC's
clients. I assume Inger has older revenue reports as well. Let
me know if you want me to locate any of the older reports.

Sincerely,



Thomas J. Irwin

1/20/98 TO: Bitte
From Inger

18/12 '97 16143

Please issue an invoice for \$10,944
We should send a note with
the invoice, saying that it is
based on the estimate, and
ask them to let us

know if the amounts are
different. We will then
adjust the invoice.

Thank us



RMC
INTERNATIONAL
RENEWAL MANAGEMENT CENTRE (PTY) LTD

19 December 1997

TO: Inger Mont

FROM: Thys Fourie

35850
(35834)

100847.4300

Hi Inger,

Alette is on leave at the moment and cannot provide the requested information.

However, I will give it my best shot. I do not know the format but will give you my estimate.

		15%	①	Ray \$
OCTOBER 1997:	R142 255	21,338	.213	4,545
NOVEMBER 1997:	R126 600	18,990	.2072	3,935
DECEMBER 1997:	R 80 000 (Estimated)	12,000	.2053	2,464
	348,855	52,328		\$10,944

Hope and trust that this will ease your peace of mind to a certain extent.

Kind Regards and Happy Holidays

Accrue or Not Accrue

BB: Recognize turnover. Consider it fully
received as US revenue is big enough
L 1 - 6

30/01 '98 14:49

Kette,

please issue amended
invoice to South Africa.

(the one we did was based
upon information from
them. Please issue


RMC
INTERNATIONAL
RENEWAL MANAGEMENT CENTRE (PTY) LTD

TELEFAX COVER PAGE

two invoices. for

10% & 5%

each

thanks

TO: MS INGER MONT
COMPANY: KEPNER TREGOE
FAX NO: (091) 609 924 4052
FROM: ALETTE BOTHA

RENEWAL MANAGEMENT CENTRE
P O BOX 73862
FAIRLAND, SOUTH AFRICA
2030

75 WITKOPPEN ROAD
NORTH RIDING
RANDBURG
2194

NATIONAL

INTERNATIONAL

TEL (011) 462-4510
FAX (011) 462-1516

+27 11 462-4510
+27 11 462-1516

SUBJECT: ROYALTY FEES

DATE: 30/01/98

NO OF PAGES INCLUDING COVER PAGE: 4

MESSAGE:

Dear Inger,

My apology for the time delay - This year did not start off to well - but I guess it is not
your problem.

Please except my apology and herewith our schedules for the last quarter of last
year. (Oct - Dec 97) sales.

Hope your year has started well and that you will have a prosperous 1998.

KIND REGARDS

Alette

HEAD OFFICE : Tel: (+2711) 462-4510
CAPT. RICHARD CHAMBERLAIN : Tel: (+2711) 853-1366
NATAL REGIONAL OFFICE : Tel: (+2731) 78-4971
MAGALANES REGIONAL OFFICE : Tel: (+27132) 62-8035
FAX : mcm@icon.co.za

FAX: (+2711) 462-1516
FAX: (+2711) 853-1366
FAX: (+2731) 78-4909
FAX: (+27132) 62-8035

P.O. Box 73862
Fairland
2030
Johannesburg
South Africa

Directors: C.W. Joubert
M.J. Fouché
B.J. Potgieter
J.M. Aucott
P.D. Muckerman
M.D. Gertsema

Company Registration No: 97/00189/07 FROM: RICHARD CHAMBERLAIN, MANAGER, CONSUMER CARE: 06/01/98/73

JAN 30 '98 8:46

PAGE.001

v3 p royalties

4545

4 915.75

714.75

we billed 10,944
overbilled 770.50
\$10,173.50

P.L.

Wed

Dec

ROYALTY FEES KEPNER-TREGOE

Dec-97

LN#	NO	CLIENT	PROGRAMME	GROSS REVENUE	ROYALTY 15%	10%	5%
134		OLD MUTUAL	KTM PI B	2,750.00	412.50	275.00	137.50
137		ABERDARE	KTM NITS	3,960.00	594.00	396.00	198.00
144		DEB SWANE	ATS NITS	16,500.00	2,475.00	1,650.00	825.00
					-	-	-
					-	-	-
					-	-	-
				✓ 21,210.00	✓ 3,481.50	2,321.00	1,160.50

CP 1,0053

\$714.75 ✓

ROYALTY FEES KEPNER-TREGOE

NOVEMBER 1997

INV NO	CLIENT	PROGRAMME	GROSS REVENUE	ROYALTY 15%	10%	5%
91	SASTEC	KTNH	17,500.00	2,625.00	1,750.00	875.00
93	DATAVIA	KTNH	2,750.00	412.50	275.00	137.50
94	ESCOR	KTNH	2,750.00	412.50	275.00	137.50
95	CADBURY SCHWEPPS	KTNH	11,000.00	1,650.00	1,100.00	550.00
99	TOXIDE	KTNH	2,750.00	412.50	275.00	137.50
100	DULUX	KTNH	5,500.00	825.00	550.00	275.00
101	TETRA	KTNH	2,750.00	412.50	275.00	137.50
102	CALTEX	KTNH	16,500.00	2,475.00	1,650.00	825.00
106	MOSGAS	KTNH	21,000.00	3,150.00	2,100.00	1,050.00
107	MOSGAS	KTNH	21,000.00	3,150.00	2,100.00	1,050.00
115	SMITH & NEPHEW	KTNH	6,600.00	990.00	660.00	330.00
119	SA BREWERIES	KTNH	11,000.00	1,650.00	1,100.00	550.00
121	NEDLOR	KTNH	26,000.00	3,900.00	2,600.00	1,300.00
125	MONDIA PAPER	KTNH	13,750.00	2,062.50	1,375.00	687.50
127	CADBURY SCHWEPPS	KTNH	(2,750.00)	(412.50)	(275.00)	(137.50)
				-	-	-
				-	-	-
				-	-	-
			158,100.00	23,715.00	15,810.00	7,905.00

© 2072

34,913.75

13

ROYALTY FEES KEPNER-TREGOE

OCTOBER 1997

DTY NO	CLIENT	PROGRAMME	GROSS REVENUE	ROYALTY 15%	10%	5%
48	UNISYS	KTM KITS	3,960.00	594.00	396.00	198.00
50	ESKOM	KTM KITS	1,000.00	150.00	100.00	50.00
51	ESKOM	KTM KITS	1,500.00	225.00	150.00	75.00
52	SAFRIF	KTM HI	20,000.00	3,000.00	2,000.00	1,000.00
57	FOODCAN	ATS PI'B	9,000.00	1,350.00	900.00	450.00
60	SASOL	KTM HI	25,350.00	3,802.50	2,535.00	1,267.50
65	ADNTEK	KTM KITS	13,200.00	1,980.00	1,320.00	660.00
72	INDUSTEX	KTM KITS	9,900.00	1,485.00	990.00	495.00
72	INDUSTEX	ATS KITS	11,000.00	1,650.00	1,100.00	550.00
73	BEIERS	KTM KITS	4,620.00	693.00	462.00	231.00
84	SKGTH & NEPHEW	RFT	12,000.00	1,800.00	1,200.00	600.00
97	TELKOM	RFT	28,500.00	4,275.00	2,850.00	1,425.00
117	ESKOM	ATS PI'B	2,225.00	333.75	222.50	111.25
			142,255.00	21,338.25	14,225.50	7,112.75

20-12/3 \$47575. 3,030 \$ 1,515.

KEPNER
TREGOE

EXHIBIT
SCHEDULE I/3

OCT. -29' 02(TUE) 14:42 KEPNER-TREGOE LEGAL

TEL:609 252 2570

P. 012

Quarterly Revenue Report

Licensee: RATIONAL MANAGEMENT CONSULTANTS CC

Quarter/Year: 30 JUNE 1997

Manager:

NV	CLIENT/LOCATION	PROGRAM	NO. OF PARTICIPANTS	GROSS REVENUE	15% ROYALTY	10% ROYALTY	5% ROYALTY
VO						DUE TO K-T	RETAINED RMC RDP
325	SASOL	ATS I/H	13	R15,925.00			
327	TELKOM	RFT	3	R36,000.00			
328	TELKOM	RFT	3	R36,000.00			
331	MEATBOARD	KTM KITS	10	R6,000.00			
339	ESKOM	KTM I/H	6	R12,000.00			
340	ESKOM	KTM PUBL	6	R4,500.00			
341	DARMAG	KTM PUBL	1	R2,250.00			
353	GIBBY	ATS I/H	6	R9,600.00			
356	ADCOCKINGRAM	KTM KITS	10	R6,200.00			
364	NEDCOR	KTM KITS	20	R11,000.00			

8/28

Planned Future

Summary: Gross Revenue

Exchange Rate

US\$ Required

April

155,920

23,388.00

.2253

5,269.32

May

257,810

38,671.50

.2241

8,666.28

June

138,475

20,771.25

.2227

4,625.75

1/8,561.35

TOTAL JUNE
TOTAL MAY
TOTAL APRIL
TOTAL FOR QUARTER

R138,475.00	R20,771.25	R13,847.50	R6,923.75
R257,810.00	R38,671.50	R25,781.00	R12,890.50
R155,920.00	R23,388.00	R15,592.00	R7,796.00
R552,305.00	R82,830.75	R65,220.50	R27,610.25

KEPNER
TREGOE

Quarterly Revenue Report

Licensee: RATIONAL MANAGEMENT CONSULTANTS CC
 Quarter/Year: 30 JUNE 1997
 Manager:

EXHIBIT A
SCHEDULE

OCT. -29' 02(TUE) 14:43

KEPNER-TREGOE LEGAL

TEL:609 252 2570

P. 013

INV NO	CLIENT/LOCATION	PROGRAM	NO. OF PARTICI- PANTS	GROSS REVENUE	15% ROYALTY	10% ROYALTY DUE TO K-T	5% ROYA RETAINED P
5269	SA TIOXIDE	KTM PUBL	3	R7,260.00			
5270	SUNCRUSH	KTM PUBL	2	R4,840.00			
5271	DURBAN CITY SERVICES	KTM PUBL	6	R10,800.00			
5272	DUNLOP	KTM PUBL	4	R8,580.00			
5273	TOYOTA MARKETING	KTM PUBL	1	R2,750.00			
5274	SASOL	KTM I/H	6	R9,000.00			
5276	NEDCOR	KTM KITS	10	R5,500.00			
5280	NAMPAK	RFT	1	R8,000.00			
5281	NAMPAK	ATS I/H	24	R29,000.00			
5283	HIGH TECH	KTM PUBL	1	R2,250.00			
5286	TELKOM	KTM KITS	50	R20,000.00			
5296	JOHNSON & JOHNSON	KTM I/H	12	R23,050.00			
5299	HENDRINA POWER STATION	KTM I/H	11	R21,450.00			
5300	NEDCOR	KTM KITS	15	R8,250.00			
5302	ADCOCK INGRAM	KTM KITS	10	R6,200.00			
5305	NEDCOR	KTM PUBL	6	R9,000.00			
5306	DN PAC	KTM PUBL	2	R5,500.00			
5307	SASOL COAL	KTM PUBL	1	R2,750.00			
5311	SAPREF	KTM I/H	7	R23,400.00			
5315	DUNLOP	RFT	7	R8,000.00			
5316	DULUX	ATS PUBL	1	R1,640.00			
5317	GILBEY	ATS PUBL	6	R9,840.00			
5319	ESKOM HENDRINA	KTM I/H	9	R17,550.00			
5324	ASMANG	KTM KITS	20	R13,200.00			
TOTAL MAY				R257,610.00	R38,671.50	R25,781.00	

KEPNER
TREGOE

Quarterly Revenue Report

Licensee: RATIONAL MANAGEMENT CONSULTANTS CC
 Quarter/Year: 30 JUNE 1997
 Manager:

OCT. -29' 02 (TUE) 14:43

KEPNER-TREGOE LEGAL

TEL:609 252 2570

P.014

EXHIBIT A
SCHEDULE

INV NO	CLIENT/LOCATION	PROGRAM	NO. OF PARTICI- PANTS	GROSS REVENUE	15% ROYALTY	10% ROYALTY	5% ROY. RETAINED
5230	TELKOM	RFT	4	R38,000.00			
5239	SENTECH	ATS KITS	25	R12,500.00			
5241	ESKOM HENDRINA	KTM I/H	12	R23,400.00			
5242	ESKOM HENDRINA	KTM I/H	12	R23,400.00			
5243	DURBAN CITY COUNCIL	KTM PUBL	3	R5,400.00			
5244	DUNLOP	KTM PUBL	1	R2,420.00			
5246	CALTEX OIL	KTM KITS	20	R11,600.00			
5247	SASOL	KTM 1 DAY FOUR	10	R3,000.00			
5250	SA HENRIENES	ATS KITS	10	R5,500.00			
5251	PREMIER MINE	KTM I/H 1 DAY	38	R6,160.00			
5254	SIEMENS	ATS PUBL	1	R1,950.00			
5255	ESKOM	ATS PUBL	2	R4,450.00			
5256	TELKOM	KTM KITS	10	R4,000.00			
5259	UNISYS	ATS PUBL	2	R5,500.00			
5261	NEDCOR IT	KTM I/H	8	R8,640.00			
TOTAL APRIL				R155,920.00 ✓	R23,388.00	R15,592.00	

06/08/97 18:40

**KEPNER
TREGOE**

Quarterly Revenue Report

Licensee: RATIONAL MANAGEMENT CONSULTANTS CC
Quarter/Year: JUNE 1997
Manager:

	PROJECTED REVENUE	ACTUAL
QUARTER I	R364,000.00	ACTUAL
QUARTER II	R552,205.00	ACTUAL
QUARTER III	R500,000.00	
QUARTER IV	R450,000.00	

TELEFAX COVER PAGE

TO: MS INGER MONT
COMPANY: KEPNER TREGOE
FAX NO: (091) 609 924 4052

XBB

01753 854929

OCT-21-1997 10:22

KEPNER
TREGOE

FACSIMILE

To: Etienne Joubert
RMC

Fax No: 00 27 11 425 1495

Cc: Executive Committee, Ted Hiller

Date: 21st October 1997

Ref: Copyright of K-T Materials

Kepler-Tregoe Limited
Sandy House
15 Victoria Street
London
Berkshire SL4 1HB
Tel: 01753 856716
Fax: 01753 854929
Registration London 887737

Etienne,

Sadly, it is now necessary to write to you formally on the question of the electronic tool you have created which uses K-T copyright material.

We have written to you and your colleagues and I have spoken to you on at least two occasions, requesting a formal response to the issues raised in Jim Schlick's letter to you on this subject. None has been forthcoming.

This is exacerbated by the fact that we have received a disturbing report from the market. A major world-wide client of ours has been approached by RMC to buy your materials and have asked if they are authorised by us. Of course they are not. The client is obviously upset and this is of great concern to us on a number of fronts.

I and my colleagues require a response from you in writing by the time you arrive at the Franchise Conference in order that we can evaluate how we wish to proceed in this matter. Please make no mistake in understanding how gravely we regard the situation and how it puts our relationship into jeopardy and doubt.

Regards,


Mike Freedman

Amman Bangkok Copenhagen Dublin Geneva Helsinki Johannesburg Kuala Lumpur Manila Mexico City Paris Prague Princeton São Paulo
Singapore Stockholm Sydney Taipei Tokyo Toronto Zurich



John & Kernick

Patent Attorneys and Trade Mark Agents
Attorneys, Notaries and Conveyancers
(Established 1923)

Postal Address
P O Box 3511
Halfway House
Republic of South Africa
1685

Office Address
Kernick House
Howick Close
Waterfall Park
Midrand

Also at Pretoria

Associated Office: Isle of Man

Our Reference: LJ10708/MduT/mtm

Your Reference:

Telephone
(011) 315 7400
Int 27 11 315 7400

Facsimile
(011) 315 7444
Int 27 11 315 7444

E-Mail
law@johnandkernick.com

Docex 12
Halfway House

Matthys J Fourie
Rational Management Consultants
P O Box 73862
Fairland 2030
JOHANNESBURG

ATTENTION: Matthys J Fourie/Etienne Joubert

7th March 1998

TO FACSIMILE NO: (011) 462 1516

FROM FACSIMILE NO: 27 11 315 7444

TOTAL NUMBER OF PAGES SENT (including this one): 3
(If you did not receive all the pages, please telephone us immediately)

Dear Sirs

SOUTH AFRICA: Re: Franchise License Agreement with Kepner-Tregoe, Inc

This firm represents Kepner-Tregoe, Inc. of Princeton, New Jersey, U S A ("K-T") in copyright and related intellectual property and licensing matters. Our client entered into a franchise License Agreement dated 1 January 1997 ("Agreement") with yourselves.

A separate letter is addressed to Matthys J. Fourie and Robin Probert pursuant to section 19 of the Agreement in terms whereof they are personally bound to the terms of sections 10(b), (c) and 13.

Rational Management Consultants ("RMC") has not paid K-T license fees under the Agreement for the third and fourth quarters of 1997. These amounts are due and payable and despite demands made for payment remain outstanding. RMC has also failed to provide K-T with royalty reports for those quarters and has failed to document the amount of license fees reinvested in South Africa and despite demand for the delivery of these documents, remain outstanding. As a result, RMC is in breach of sections 3(a), (b), and (c) of the Agreement. Therefore, pursuant to the immediate termination provision of section 10(b) of the Agreement, K-T hereby terminates the Agreement effective immediately.

In addition, RMC has developed and distributed a computer software application incorporating the intellectual property of K-T, as defined in the Agreement, without K-T's prior express written consent. As a result, RMC is in direct violation of at least sections 2(d) 13(a) and the second paragraph of section 13(b) of the Agreement and the fiduciary relationship

/...

P.D. KERNICKHEIM D.Sc. (Mech.Eng.) M. von SCHEER B.Sc. (Chem.Eng.) LL.B. P.J. JAMES B.Sc. (Met.Eng.) B.Proc. M.P. MARELLA B.Sc. (Bio.Eng.) B.Proc. LL.B. G.D. NORDIN B.Proc. B.M. KORTER B.Sc. (Elec.Eng.) B.Proc. P.Eng. L.D. PARKER M.Sc. LL.B. N.J. BOND B.Sc. (Elec.Eng.) B.Proc. (Elec.Eng.) B.Sc. (Met.Eng.) B.Proc. (Met.Eng.) J.R. GREGORIAN B.Com. LL.B. C.C.M. VAN ROOYEN B.Sc. LL.B. V. De FRANS B.Sc. LL.B. E.E. HANSEN B.Sc. LL.B. M.D. DU TOIT B.Com. LL.B. Corporate and Property Division: J.H. WALLIS B.A. LL.B. Addressed by: G.D. Van der Merwe B.Sc. LL.B. P.F. Le Roux B.Com. LL.B. J.A. JOSEPH B.Sc. (Chem.Eng.) LL.B. O.T. OLIVIER B.Com. LL.B. M.D. ROSSouw B.A. LL.B. M.C. WATKINSON B.Sc. (Hons) (Biochem.) LL.B. N.B.P. GROBE B.Sc. LL.B. Patent Management: P.J. WEPSTER/E. Wood Trade Marks Management: G.A. WOLVENDEN B.Proc. A.E. SCHURMANN B.A. M.Ed. Business Manager: D.L. FISHER B.Compl. (Ment) Secretary: S. SHADLEY *Resident in the Isle of Man

103 '88 SAT 09:31 FAX



- 2 -

Matthys J Fourie

7th March 1998

between K-T and RMC. For this reason also, pursuant to the immediate termination provision of section 10(b) of the Agreement, K-T hereby terminates the Agreement effective immediately.

K-T demands that RMC immediately cease all production, reproduction, distribution, sale and use, whether direct or indirect, of all materials, including printed materials and software, which incorporates any licensed intellectual property of K-T. K-T further demands that, within seven (7) days from the date hereof, RMC comply with all payment, reporting and termination obligations imposed by the Agreement including, *inter alia*, the following:

1. pay to K-T all unpaid license fees, K-T reserves the right to recover all license fees not reinvested in terms of section 3(a);
2. provide to K-T all outstanding revenue reports pursuant to section 3(c) of the Agreement together with an identification of all amounts reinvested in South Africa by RMC since the execution of the Agreement;
3. to cease using all materials, including printed materials and software, that incorporate any of the licensed Intellectual Property Names and/or Copyrights and to return all such materials to K-T;
4. to assign to K-T, pursuant to sections 6(b) and (c) of the Agreement, all right, title and interest in and to the programs and/or materials listed on schedules D and E of the Agreement;
5. to assign to K-T, pursuant to section 8(a) of the Agreement, all right, title and interest in and to all translations of the licensed intellectual property of K-T;
6. to deliver to K-T all Materials pursuant to section 8(d) of the Agreement;
7. to provide the cooperation to K-T set forth in section 10(c) of the Agreement and to furnish K-T with all documents and information referenced therein;
8. to protect K-T's concepts, confidential information, know-how and trade secrets pursuant to section 13(b) of the Agreement;
9. to adhere to the two year restriction set forth in section 13(a) of the Agreement, and
10. to cease using the Names, to remove the Names from RMC's premises, and to return to K-T all materials, including stationary, promotional materials, and all other material, whether printed material, videotape, audiotape, software or otherwise stored in electronic storage means or other media, in which one or more of the names appear, pursuant to section 15(b) of the Agreement.

All payment of outstanding license fees or the delivery up of whatever documents or information should be made to our offices at the address as it appears on our letterhead.

/...



3.

Matthys J Fourie

7th March 1998

Please provide us by return telecopy with your written assurance that RMC is complying, and will continue to comply, fully with the foregoing demands.

K-T also demands that RMC provide to K-T by return telecopy a written undertaking that RMC will immediately cease all production, use, copying, distribution, sale, lease and licensing of all software which incorporates any licensed intellectual property of K-T, including, but not limited to, the software disclosed by RMC to K-T at the recent licensee conference in Atlanta, Georgia, U S A.

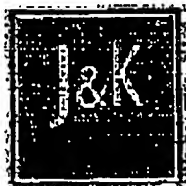
Please do not contact K-T regarding this matter but direct all future correspondence regarding to the undersigned.

Yours faithfully

JOHN & KERNICK
MIKE DU TOIT

cc: Kepner-Tregoe, Inc.

/03 '08 SAT 09:12 FAX



John & Kernick

Patent Attorneys and Trade Mark Agents
Attorneys, Notaries and Conveyancers
Established 1933

Matthys J Fourie
Managing Director
Rational Management Consultants
P O Box 73862
Fairland 2030
JOHANNESBURG

Postal Address
P O Box 9511
Halfway House
Republic of South Africa
1685

Office Address
Kernick House
Howick Close
Waterfall Park
Midrand

Also at Pretoria

Associated Office: Isle of Man

Telephone
(011) 315 7400
Int 27 11 315 7400

Facsimile
(011) 315 7444
Int 27 11 315 7444

E-Mail
law@johnandkernick.com

Office 12
Halfway House

Our Reference: LIT10708/MduT/mtm

Your Reference:

ATTENTION: Matthys J Fourie

7th March 1998

TO FACSIMILE NO: (011) 462 1516

FROM FACSIMILE NO: 27 11 315 7444

TOTAL NUMBER OF PAGES SENT (including this one): 3
(if you did not receive all the pages, please telephone us immediately)

Dear Sirs

SOUTH AFRICA : Re : Franchise License Agreement with Kepner-Tregoe, Inc

This firm represents Kepner-Tregoe, Inc. of Princeton, New Jersey, U S A ("K-T") in copyright and related intellectual property and licensing matters. Our client entered into a franchise License Agreement dated 1 January 1997 ("Agreement") with yourselves.

This letter is addressed to you pursuant to section 19 of the Agreement in terms whereof you are personally bound to the terms of sections 10(b), (c) and 13. A similar letter is also addressed to Rational Management Consultants.

Rational Management Consultants (RMC) has not paid K-T license fees under the Agreement for the third and fourth quarters of 1997. These amounts are due and payable and despite demands made for payment, remain outstanding. RMC has also failed to provide K-T with royalty reports for these quarters and has failed to document the amount of license fees reinvested in South Africa, and despite demand for the delivery of these documents, remain outstanding. As a result, RMC is in breach of sections 3(a), (b), and (c) of the Agreement. Therefore, pursuant to the immediate termination provision of section 10(b) of the Agreement, K-T hereby terminates the Agreement effective immediately.

In addition, RMC has developed and distributed a computer software application incorporating the intellectual property of K-T, as defined in the Agreement, without K-T's prior express written consent. As a result, RMC is in direct violation of at least sections 2(d) 13(a) and the second paragraph of section 13(b) of the Agreement and the fiduciary relationship

/...

P.D. Fährmann B.Sc. (Mech.Eng.) M. von Seidel B.Sc. (Chem.Eng.) LL.B. J. James B.Sc. (Mech.Eng.) B.Proc. M.P. Nuvellie* B.Sc. (Elec.Eng.) B.Proc. LL.B. G.D. Nordie B.Proc.
B.J. Kotter B.Sc. (Elec.Eng.) B.Proc. P.Eng. L.D. Parker M.Sc. LL.B. N.R. Bantjes A.L.L.B. P. Verani M.Sc. (Elec.Eng.) B.Sc. (Hons) (Dip.Eng.) B.Proc. P.Eng. J.R. Gregorowski B.Com. LL.B.
G.G. van Rooyen B.A. LL.B. V. De Freitas B.D. LL.B. E.E. Mandy B.Com. LL.B. M.D. Du Toit B.Com. LL.B. Corporate and Property Division J.P. Willis B.A. LL.B.
Assisted by: C.C. van der Merwe B.A. LL.B. P.F. Le Roux B.Com. LL.B. J.A. Joseph B.Sc. (Chem.Eng.) LL.B. G.T. Olivier B.Com. LL.B. M.D. Rossouw B.A. LL.B.
M.O. Wapenaar B.Sc. (Hons) (Biochem.) LL.B. N.B.P. Gossie B.A. LL.B. Patent Management P.J. Wepster/E. Wood Trade Marks Management S.A. Wolmarsh B.Proc./
A.B. Schuurman B.A. LL.B. Business Manager: D.L. Plabier B.Compl.(Hons) Associated: S. Strydom *Resident in the Isle of Man.



2

Matthys J Fourie

7th March 1998

between K-T and RMC. For this reason also, pursuant to the Immediate termination provision of section 10(b) of the Agreement, K-T hereby terminates the Agreement effective immediately.

K-T demands that RMC Immediately cease all production, reproduction, distribution, sale and use, whether direct or indirect, of all materials, including printed materials and software, which incorporates any licensed intellectual property of K-T. K-T further demands that, within seven (7) days from the date hereof, RMC comply with all payment, reporting and termination obligations imposed by the Agreement including, *inter alia*, the following:

1. pay to K-T all unpaid license fees, K-T reserves the right to recover all license fees not reinvested in terms of section 3(a);
2. provide to K-T all outstanding revenue reports pursuant to section 3(c) of the Agreement together with an identification of all amounts reinvested in South Africa by RMC since the execution of the Agreement;
3. to cease using all materials, including printed materials and software, that incorporate any of the licensed Intellectual Property, Names and/or Copyrights and to return all such materials to K-T;
4. to assign to K-T, pursuant to sections 6(b) and (c) of the Agreement, all right, title and interest in and to the programs and/or materials listed on schedules D and E of the Agreement;
5. to assign to K-T, pursuant to section 8(a) of the Agreement, all right, title and interest in and to all translations of the licensed intellectual property of K-T;
6. to deliver to K-T all Materials pursuant to section 8(d) of the Agreement;
7. to provide the cooperation to K-T set forth in section 10(c) of the Agreement and to furnish K-T with all documents and information referenced therein;
8. to protect K-T's concepts, confidential information, know-how and trade secrets pursuant to section 13(b) of the Agreement;
9. to adhere to the two year restriction set forth in section 13(a) of the Agreement, and
10. to cease using the Names, to remove the Names from RMC's premises, and to return to K-T all materials, including stationary, promotional materials, and all other material, whether printed material, videotape, audiotape, software or otherwise stored in electronic storage means or other media, in which one or more of the names appear, pursuant to section 15(b) of the Agreement.

All payment of outstanding license fees or the delivery up of whatever documents or information should be made to our offices at the address as it appears on our letterhead.

/...



Mathys J Fourie

7th March 1998

Please provide us by return telecopy with your written assurance that RMC is complying, and will continue to comply, fully with the foregoing demands.

K-T also demands that RMC provide to K-T by return telecopy a written undertaking that RMC will immediately cease all production, use, copying, distribution, sale, lease and licensing of all software which incorporates any licensed intellectual property of K-T, including, but not limited to, the software disclosed by RMC to K-T at the recent licensee conference in Atlanta, Georgia, U S A.

Please do not contact K-T regarding this matter but direct all future correspondence regarding to the undersigned.

Yours faithfully

JOHN & KERNICK
MIKE DU TOIT

cc: Kepner-Tregoe, Inc.

J/03 98 FRI 18:31 FAX

002/003



John & Kernick

Patent Attorneys and Trade Mark Agents
Attorneys, Notaries and Conveyancers
Established 1923

Postal Address
P O Box 3511
Halfway House
Republic of South Africa
1685

Office Address
Kernick House
Howick Close
Waterfall Park
Midrand

Also at Pretoria

Associated Office: Isle of Man

Our Reference: UT10718/MR/mtm

Your Reference: R176

Telephone
(011) 315 7400
Int 27 11 315 7400

Facsimile
(011) 315 7444
Int 27 11 315 7444

E-Mail
kw@johnandkernick.com

Docex 12
Halfway House

Eugene Marais
DX 568
Johannesburg

ATTENTION: Eugene Marais

13th March 1998

TO FACSIMILE NO: (011) 880 155
FROM FACSIMILE NO: 27 11 315 7444
TOTAL NUMBER OF PAGES SENT (including this one):
(if you did not receive all the pages, please telephone us immediately)

Dear Sirs

SOUTH AFRICA : Re : Franchise License Agreement with Kepner-Tregoe, Inc

We refer to your fax of 10 March 1998 and our reply thereto on 12 March 1998.

We have now received our client's instructions with regard to your letter of 10 March 1998.

We do not intend dealing with Messrs. Young and Probart's trip to London and the circumstances surrounding it. The facts are irrelevant to the dispute but our client reserves its right to respond thereto in detail should it become necessary.

If your clients deny that the written agreement dated 1 January 1997 reflects the full extent of the agreement reached between the parties, then your clients are called upon to provide our client with the following detail:

1. If part of the agreement is oral, please provide us with full detail of the dates and places when the agreement was reached, the full names of the individuals representing the respective parties and the full extent of the agreement.
2. If the agreement of 1 January 1997 was amplified by other agreements which were reduced to writing in whatever document, copies of such documents and a detailed amplification of the circumstances

P.D. Fahrenheim B.Sc. (Mech.Eng.) M. von Seidel B.Sc. (Chem.Eng.) LL.B. P.J. Verduyn M.D. (Doc.Eng.) B.Sc. (Mong.) (On Res.) B.Proc. P.Eng. J.R. Gregorowski B.Com. LL.B.
B.H. Koester B.Sc. (Elec.Eng.) B.Proc. P.Eng. L.D. Parker M.Sc. LL.D. N.J. Bond LL.B. M.D. Du Toit B.Com. LL.D. R.A. Joseph B.Sc. (Chem.Eng.) LL.B. Corporate and Property Director
C.C.M. van Rensburg B.Juris LL.B. V. De Freitas* B.LC LL.B. E.E. Honey B.Com. LL.B. R.T. Dimer B.Com. LL.B. M.D. Roseman B.A. LL.B. M.C. Werberman B.Sc. (Mong.) (Biochem.) LL.B.
I.H. Wells BA, LL.B. Assisted by: G.A. Von der Merwe B.Juris P.F. Le Roux B.Com. LL.B. Management P.J. Wepster/E. Wood Trade Marks Management G.A. Wepster B.Proc./
M.B.A. Oostes B.Juris LL.B. R.L. Davine B.Com. LL.B. A. Cornes B.LC LL.B. S. Shikidy
A.E. Schuurman BA, HED, Business Manager. R.L. Pridat B.Compl.(Mong.) *Resident at the Isle of Man

A703 '98 FRI 16:31 FAX

005/003



Eugene Marais

13th March 1998

surrounding the existence of the documents. If those documents reflect the names of individuals, full detail of the capacities in which they acted.

Your clients' claim that our client agreed to provide your clients with assistance, consultation and various other issues, agreed upon between the respective parties as early as November 1995. Please provide us with full detail of the agreement, whether the agreement was reached orally or whether it was reduced to writing, along the lines as set out above.

In light of your clients' claim that various other agreements exist, which is in any event denied, our client insists on a comprehensive list of our client's obligations as well as a detailed list of the instances in which our client allegedly did not fulfil its obligations.

As you have not dealt with the other grounds of termination raised in our letter of 7 March 1998, we do require your clients' detailed reply thereto. An aspect that needs to be agreed upon at an early stage, is the forum in which this dispute will be resolved. As you are aware, the agreement provides for arbitration in clause 18 thereof. Our instructions are to enquire as to whether your clients are willing to agree to resolve this dispute in the High Court. Regardless of your clients' reply hereto, our client still insists on your clients' written undertaking to immediately cease all production, use, copying, distribution, sale, lease and licensing of all software which incorporate any licensed intellectual property of our client, including the software disclosed by Rational Management Consultants to our client at the recent licensee conference in Atlanta, Georgia, USA. If your clients refuse to provide us with this undertaking our client's rights will be severely prejudiced and our client would have no alternative but to approach the High Court for urgent interim relief.

Due to the absence of Messrs Fourie and Robert, our client has agreed to an extension until 23 March 1998, to obtain your clients' detailed response and undertaking.

We look forward to hearing from you on an urgent basis.

Yours faithfully

JOHN & KERNICK
MIKE DU TOIT

cc Kepner-Tregoe, Inc.

**KEPNER®
TREGOE****NON-DISCLOSURE AGREEMENT**

This Agreement is effective on 4 NOVEMBER, 1997
between Kepner Tregoe, Inc. ("K-T") and RENEWAL AGENT
CENTER (PTY) LTD ("Recipient")

K-T has certain confidential and proprietary information relating to an interactive electronic tool for delivering and teaching K-T's SA, PA, DA and POA technologies to clients ("the Confidential Information").

The Confidential Information will be disclosed orally, visually and/or in writing to Recipient on the following basis:

(A) Recipient agrees not to disclose the Confidential Information to others or to use the Confidential Information unless authorized to do so in writing by K-T and then only in accordance with K-T's written authorization;

(B) Recipient agrees to return all materials, in whatever format, containing any of the Confidential Information to K-T immediately upon K-T's request;

(C) The Confidential Information disclosed to Recipient hereunder shall be held in confidence by Recipient for a period of five (5) years from the date of disclosure unless and to the extent that:

1. Such information can be demonstrated to be already known to Recipient prior to disclosure by the Company;

2. Such information at the time of disclosure is available to the public or which after such disclosure becomes available to the public through no fault of Recipient;

Kepner-Tregoe, Inc.
Non-Disclosure Agreement

3. Such information was acquired by Recipient from a third party without restriction on disclosure or use, or

4. Such information was disclosed to a third party by the Company without restriction on disclosure or use.

KEPNER-TREGOE, INC.

By: TRH

Title: Secretary

Date: 11-4-87

RECIPIENT

Name: M. J. FOWLER

Date: 4-11-97

RENEUA MANAGEMENT
CENTRE (P74) LTA

P. 01

872

01753 854929

SEP-12-1996 09:14

FAX

To: Ted Hiller

Cc: Inger Mont

From: Mike Freedman

Date: 12th September 1996

Ref: RMC / K-T AGREEMENTS

A ✓ 1. 1997-2001 Franchise Agreement

Renewed on the same basis as currently structured,
namely:

Year	Minimum Revenue	Royalty Rate	Royalty Paid to K-T	K-T Re-invest in South Africa
	Rand (K)	%	Rand (K)	Rand (K)
1997	2875	15	431	143 (5%)
1998	3593	15	539	143 (4%)
1999	4492	15	674	135 (3%)
2000	5165	15	773	103 (2%)
2001	5939	15	891	60 (1%)

✓ 2. The re-investment will be spent on such things as
legal help re: competition, marketing, sales
support, new technology, training of RMC staff, RMC
staff visits to K-T, etc.

✓ 3. The method of payment for these means of re-
investment will vary according to their nature.
For example: with new technology, e.g. EPS, K-T
would waive the \$5,000 fee and not charge for a
visit by a K-T employee; visits annually by Mike
Freedman would be paid by K-T; K-T would bear the
cost of legal work versus illegal competition (it
would also take the gains); and K-T might advertise
or direct mail at its cost in South Africa.

1-84-3-9517-2

P. 001

TEL:01753 854929

12-SEP-96 (THU) 13:27 KEPNER TREGOE LTD

P.02

278

626458 854929

SEP-12-1996 09:14

- ✓ 4. A separate account would be established to track this money.
- ✓ 5. A project plan for its expenditure would be drawn up in the January of each year.
- ✓ 6. The new contract would run from 1st January 1997 to 31st December 2001.
7. RMC is currently a "close company". It became a PTY Ltd to enable a wider share ownership by employees. K-T would either sign the contract with the PTY Ltd if it is established by December. If not, it will sign with RMC CC and then agree to transfer it to PTY Ltd at a late date.
8. Clauses in the current contract that need changing are:
 - ✓ 2a(i) change black to African
 - ✓ 2c delete
 - ✓ 3a delete
 - ✓ 3b replace revenue schedule with above schedule
 - ✓ delete para beginning "For the initial..."
 - ✓ 4 delete the schedule
 - ✓ 5 delete 5a(i) and 5a(viii)
 - ✓ 5b add after "additional assistance", in line one, "over and above that provided in the re-investment programme."
 - ✓ 10 change "three" to "five"

B. Current Contract

K-T waives its rights if RMC does not meet the Rand 2.5m revenue minimum as per clause 4.
RMC expect 1996 revenue to be Rand 2.3m

RMC owes K-T a backlog of 5% for royalties for January — July 1996. This will be paid 50% by 30th September 1996 and 50% by 31st December 1996. For the period August — December 1996 the royalty rate will be paid at the agreed 15% level.

1-84-3-9519-2

2

P.03

278

62648 854929

SEP-12-1996 09:15

C. Illegal Competition

RMC will obtain evidence of this from clients who are using materials that infringe K-T copyright and intellectual property. Once K-T has this it will begin legal proceedings against the perpetrators. An agreed project plan will be developed with RMC and K-T lawyers in South Africa.

D. Conferences

R Probart and T Fourie will attend the franchise conference. R Probart will attend the business conference. K-T will pay his conference fee for the business conference. R Probart will pay his own expenses.

F. Copyright Legend

Some RMC materials, e.g: PL outlines, still do not carry the © K-T legend. These need to be reproduced as they run out with the appropriate K-T legend as in clause 6b ii) of the current contract and, in any event, by 31st December 1996.

RMC Software on PSDM

This will be evaluated by K-T to determine if K-T can use it. If it can a fee will be agreed with RMC. K-T undertake not to copy or use the material without prior permission from RMC.

H. International Prices

These will be sent to RMC for information and use.

I. K-T Net Royalty 1995 - 2001

Year	Rand(K)	Growth (%)	\$(K) at 4.6
1995	251	—	54
1996	345	37	75
1997	288	(17)	63
1998	396	37	86
1999	539	36	117
2000	670	24	145
2001	<u>831</u>	24	<u>180</u>
	3312	Total	\$720K

1-843-9519-2

3

P.003

TEL:01753 854929

12-SEP-96 (THU) 13:28 KEPNER TREGOE LTD

P.04

87%


01753 854929

SEP-12-1996 09:15

Royalty 1997-2991 = Rand 2724 (K) \$592 (K)

Other Issues (non contractual)

- T Fourie wants to dilute his ownership in RMC from 70% to 30% over time.
- New building — excellent — owned by R Probart/ T Fourie (Bank) — not by RMC
- T Fourie has loaned RMC, no interest, unsecured, R 163,000. Can recall any time.
- Rand devaluation 30% in 2 years, more to come (?) Interest rate = 21% prime. Inflation 15% +/-


Mike Freedman

1-843-9512

4

P.004

TEL:01753 854929

12-SEP-'96 (THU) 13:28 KEPNER TREGOE LTD



RMC
INTERNATIONAL
RENEWAL MANAGEMENT CENTRE (PTY) LTD

25 April 1997

Mr Jim Schlick
Kepner Tregoe Inc.

c.c. Mr Mike Freedman

Kepner Tregoe Software

Dear Jim

It took us another 9 months to de-bug and clean up the data base feature of the software programme. The following enhancements were made:-


1. A higher flexibility to edit information and you can go to any area at any time in the process to edit or update information.
2. The D-base facility was a mess but it has been **cleaned up** in the programme.
3. The **help** function has been completed and is now operational.
4. It is very easy to make the package "language easy"

We demonstrated the programme to your other KT franchisees while they were here in South Africa last week. Everyone was highly impressed and they could not suggest any improvements. The result is that they all want to order copies and we suggested that KT Inc. should decide how they want to do it. There are two options:-

1. KT Inc. distribute the packages through Princeton.
2. KT S.A. (RMC) distribute through our offices in South Africa.

The complete package will be available as from 1 June 1997 and we think we should finalise the way it is going to be handled. Please inform us on the next step.

Kind Regards


Thys Fourie
Executive Director

Head Office
Call Regional Office
Natal Regional Office
E-Mail
Tel: (+2711) 462-4510
Tel: (+2721) 653-1355
Tel: (+2731) 78-4971
tmckit@icon.co.za

Fax: (+2711) 462-1516
Fax: (+2721) 654-8320
Fax: (+2731) 78-6909

P.O. Box 73862
Fountain
2030
Johannesburg
SOUTH AFRICA

DIRECTORS: EW JOUBERT
MJ FRANK
RJ PROBERT
JM ALBERTS
RD MUGUMAMBI

COMPANY REGISTRATION NO.: 97/00188/07

5/5/97

To: Betsy
Barbara
Debbie
Andrew

Interesting - what do you
suggest we do?
I believe we should keep
the responsibility
w/ KT S.A. (RMC).
Agree?
Jim